

ORIGINAL

FILED IN THE
UNITED STATES DISTRICT COURT
DISTRICT OF HAWAII

SEP 17 2019

at 5 o'clock and 00 min. P.M.
SUE BEITIA, CLERK LS

Peter Strojnik,
7847 N. Central Ave.
Phoenix, Arizona 85020
Telephone: (602) 524-6602
ps@strojnik.com
pro se

UNITED STATES DISTRICT COURT
DISTRICT OF HAWAII

Peter Strojnik,

Plaintiff,

vs.

HOST HOTELS & RESORTS, INC. dba
Andaz Maui at Wailea Resort

Defendant.

Case No: 1:19-cv-00136-JMS-RT

CLASS ACTION

SECOND AMENDED
COMPLAINT

(Change of Defendant Only)

1. Americans with Disabilities Act
2. Discrimination in Public Accommodations (State Law)
3. Nondisclosure
4. Consumer Fraud
5. Negligence per se

JURY TRIAL REQUESTED

Plaintiff brings this class action pursuant to the (1) Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.* and corresponding regulations, 28 CFR Part 36 and ADAAG ("ADA"), (2) Chapter 489 of the Hawai'i revised statutes, Chapter 489, Discrimination in Public Accommodations §§489-1 *et seq.* ("HRS"), (3) Nondisclosure *Santiago v. Tanaka*, 366 P.3d 612, 624 (Hi. 2015), (4) Misrepresentation, *id.* (5) Consumer Fraud HRS Chapter 480 and (6) common law of negligence per se.

PARTIES

1. Plaintiff is an ADA Tester.
2. Plaintiff is a veteran of the US Army¹ and a disabled person as defined by the ADA and HRS Chapter 489. Plaintiff is a single man currently residing in Maricopa County,

¹ DMZ '72 - '74

Received By Mail
Date 9/15/19

LS

1 Arizona. Plaintiff is and, at all times relevant hereto has been, legally disabled by
 2 virtue of a severe right-sided neural foraminal stenosis and femoral neuropathy,
 3 prostate cancer and renal cancer, degenerative right knee and is therefore a member
 4 of a protected class under the ADA and HRS Chapter 489.

5 3. Plaintiff suffers from physical impairments described above which impairments
 6 substantially limit his major life activities. Plaintiff walks with difficulty and pain
 7 and requires compliant mobility accessible features at places of public
 8 accommodation. Plaintiff's impairment is constant, but the degree of pain is episodic
 9 ranging from dull and numbing pain to extreme and excruciating agony.

10 4. Defendant owns, operates, leases or leases to a lodging business ("Hotel") located at
 11 3550 Wailea Alanui Dr., Wailea, HI 96753 which is a public accommodation pursuant
 12 to 42 U.S.C. § 12181(7)(A).

13 JURISDICTION AND VENUE

14 5. District Court has jurisdiction over this case or controversy by virtue of 28 U.S.C. §§
 15 28-1331 and 42 U.S.C. § 12188 and 28 U.S.C. § 1367.

16 6. Plaintiff brings this action as a private attorney general who has been personally
 17 subjected to discrimination on the basis of his disability, *see* 42 U.S.C.12188 and 28
 18 CFR §36.501.

19 7. This Court has continuing subject matter jurisdiction by virtue of, *inter alia*,
 20 Plaintiff's claim for equitable nominal damages.

21 8. Venue is proper pursuant to 28 U.S.C. § 1391.

22 9. The ADAAG violations in this Complaint relate to barriers to Plaintiffs mobility. This
 23 impairs Plaintiff's full and equal access to the Hotel which, in turn, constitutes
 24 discrimination satisfying the "injury in fact" requirement of Article III of the United
 25 States Constitution.

26 10. Plaintiff is deterred from visiting the Hotel based on Plaintiff's knowledge that the
 27 Hotel is not ADA or State Law compliant as such compliance relates to Plaintiff's
 28 disability.

11. Plaintiff intends to visit Defendant's Hotel at a specific time when the Defendant's noncompliant Hotel becomes fully compliant with ADA; just as a disabled individual who intends to return to a noncompliant facility suffers an imminent injury from the facility's existing or imminently threatened noncompliance with the ADA, a plaintiff who is deterred from patronizing a hotel suffers the ongoing actual injury of lack of access to the Hotel.

CLASS ACTION ALLEGATIONS

12. Pursuant to Federal Rule of Civil Procedure 23, Plaintiff seeks to represent a class of Plaintiffs defined as follows: All disabled persons who lodged, intended to lodge in the past, or intend to lodge at Defendant's Hotel in the future.

13. The Classes comprise of many consumers throughout the nation. The Class is so numerous that joinder of all members of the Class is impracticable. There are questions of law and fact common to the Class. The common questions include:

- A. whether Defendant's alleged conduct violates public policy; and
- B. Whether Defendant violated (1) Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.* and corresponding regulations, 28 CFR Part 36 and ADAAG ("ADA"), (2) Chapter 489 of the Hawai'i revised statutes, Chapter 489, Discrimination in Public Accommodations §§489-1 *et seq.* ("HRS"), (3) Nondisclosure *Santiago v. Tanaka*, 366 P.3d 612, 624 (Hi. 2015), (4) Misrepresentation, *id.* (5) Consumer Fraud HRS Chapter 480 and (6) common law of negligence per se.
- C. Whether the alleged conduct constitutes violations of the laws asserted herein; and
- D. Whether Plaintiff and Class Members have sustained monetary loss and the proper measure of that loss; and
- E. Whether Plaintiff and Class Members are entitled to an award of punitive damages; and
- F. Whether Plaintiff and Class Members are entitled to declaratory and injunctive relief; and
- G. Whether Plaintiff and Class Members are entitled to the relief sought here.

14. Plaintiff's claims are typical of the claims of the proposed Class, and plaintiff will fairly and adequately represent and protect the interests of the proposed Class. Plaintiff does not have any interests antagonistic to those of the Class. Plaintiff has been a lawyer licensed by the State Bar of Arizona for a period of between 1980 and 2018 when he resigned because his "continuing association with the State Bar is inconsistent with [his] core principles of morality and fair play". Although Plaintiff is competent and experienced in the prosecution of this type of litigation, he intends to conduct this litigation until the issue relating to the certification of the class at which time Plaintiff intends to engage competent counsel to wrap it up. The questions of law and fact common to the Class Members, some of which are set out above, predominate over any questions affecting only individual Class Members.

15. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. The expense and burden of individual litigation would make it impracticable or impossible for proposed Class Members to prosecute their claims individually. The trial and the litigation of Plaintiff's claims are manageable.

16. Unless a class is certified, Defendant will retain monies received as a result of its conduct that was taken from plaintiff and proposed Class Members. Unless a class-wide injunction is issued, Defendant will continue to commit the violations alleged, and the Members of the Class and the general public will continue to be misled.

17. Defendant has acted and refused to act on grounds generally applicable to the Class, making appropriate final injunctive relief with respect to the Class as a whole.

COUNT I
(Violation of Plaintiff's Civil Rights under the ADA)

18. Plaintiff realleges all allegations heretofore set forth.

19. By virtue of his disability, Plaintiff requires an ADA compliant lodging facility particularly applicable to his mobility, both ambulatory and wheelchair assisted.

20. Plaintiff intended to vacation in Hawai'i and therefore, reviewed vacation booking websites as documented in Addendum A.

21. Plaintiff became aware that third party booking websites disclosed general availability and description of Defendant's Hotel. Third Party booking websites referenced here

1 are more fully documented in Addendum A which is by this reference incorporated
2 herein.

3 22. Third party booking websites failed to identify and describe mobility related
4 accessibility features and guest rooms offered through its reservations service in
5 enough detail to reasonably permit Plaintiff to assess independently whether
6 Defendant's Hotel meets his accessibility needs as more fully documented in
7 Addendum A.

8 23. Third party booking websites also failed to make reservations for accessible guest
9 rooms available in the same manner as individuals who do not need accessible rooms.
10 *See* Addendum A.

11 24. Thereafter, Plaintiff became aware that Defendant's 1st party booking website failed
12 to identify and describe mobility related accessibility features and guest rooms offered
13 through its reservations service in enough detail to reasonably permit Plaintiff to
14 assess independently whether Defendant's Hotel meets his accessibility needs as more
15 fully documented. *See* Addendum A.

16 25. Plaintiff also became aware that Defendant's 1st party booking website failed to make
17 reservations for accessible guest rooms available in the same manner as individuals
18 who do not need accessible rooms. *See* Addendum A.

19 26. Because third and first party booking agents failed to identify and describe mobility
20 related accessibility features and guest rooms offered through its reservations service
21 in enough detail to reasonably permit Plaintiff to assess independently whether
22 Defendant's Hotel meets his accessibility needs Plaintiff declined to book a room
23 there and because Plaintiff was unable to make reservations for accessible guest
24 rooms available in the same manner as individuals who do not need accessible rooms,
25 Plaintiff declined to book a room there.

26 27. The gist of the requirement of 28CFR§28.302(e) is the requirement that a place of
27 lodging, such as Defendant Hotel, disclose both the *accessible* elements but, more
28 importantly, *inaccessible* elements of the place of lodging; without a description of
inaccessible mobility elements, Defendant fails to comply with 28CFR§28.302(e) as a
matter of law.

1 28. Plaintiff personally experienced architectural barriers to accessibility as documented
2 in Addendum A.

3 29. Defendant has violated the ADA by denying Plaintiff equal access to its public
4 accommodation on the basis of his disability as outlined above and in Addendum A.

5 30. The ADA violations described in Addendum A relate to Plaintiff's disability and
6 interfere with Plaintiff's full and complete enjoyment of the Hotel.

7 31. As a result of the deficiencies described above, Plaintiff declined to book a room at
8 Defendant's Hotel.

9 32. The removal of accessibility barriers listed above is readily achievable.

10 33. As a direct and proximate result of ADA Violations, Defendant's failure to remove
11 accessibility barriers prevented Plaintiff from equal access to the Defendant's public
12 accommodation.

13 **WHEREFORE**, Plaintiff prays for all relief as follows:

14 A. For class action certification on this Count.

15 B. Relief described in 42 U.S.C. §2000a – 3; and

16 C. Relief described in 42 U.S.C. § 12188(a) and (b) and, particularly -

17 D. Injunctive relief order to alter Defendant's place of public accommodation to
18 make it readily accessible to and usable by ALL individuals with disabilities;
and

19 E. Requiring the provision of an auxiliary aid or service, modification of a
20 policy, or provision of alternative methods, to the extent required by
21 Subchapter III of the ADA; and

22 F. Equitable nominal damages; and

23 G. For costs, expenses and attorney's fees; and

24 H. All remedies provided for in 28 C.F.R. 36.501(a) and (b).

25 **COUNT II**
26 **(Violation of the Hawai'i's Chapter 489, Part I)**

27 34. Plaintiff realleges all allegations heretofore set forth.
28

35. Defendant has violated Hawai'i's Chapter 489 Part I by denying Plaintiff equal access to its public accommodation on the basis of his disability as outlined above and in Addendum A.

36. Plaintiff has been injured by the unlawful discriminatory practices alleged in this Complaint.

37. Pursuant to HRS §489-7.5, Plaintiff is entitled to -

- Sue for damages sustained, and, if the judgment is for the plaintiff, the plaintiff shall be awarded a sum not less than \$1,000 or threefold damages by the plaintiff sustained, whichever sum is the greater, and reasonable attorneys' fees together with the costs of suit, and
- Bring proceedings to enjoin the unlawful discriminatory practices, and if the decree is for the plaintiff, the plaintiff shall be awarded reasonable attorneys' fees together with the cost of suit.

38. Plaintiff is deterred from visiting the Hotel and is thereby suffering daily actual and statutory damages.

WHEREFORE, Plaintiff demands judgment against Defendant as follows:

- A. For class action certification on this Count.
- B. A Declaratory Judgment that at the commencement of this action Defendant was in violation of the specific requirements of the statute; and
- C. A permanent injunction which directs Defendant to take all steps necessary to bring its Hotel into full compliance with the requirements set forth in HRS, and its implementing regulations, so that the facilities are fully accessible to, and independently usable by, disabled individuals as required by law, and which further directs that the Court shall retain jurisdiction for a period to be determined after Defendant certifies that its facilities are fully in compliance with the relevant requirements of the Statutes to ensure that Defendant has adopted and is following an institutional policy that will in fact cause Defendant to remain fully in compliance with the law; and

- D. The payment of costs of suit including attorney's fees and expenses; and
- E. Order closure of the Defendant's Hotel until Defendant has fully complied with the ADA and HRS; and
- F. For damages in an amount no less than \$1,000.00 per violation per encounter per Class Member per day; and
- G. For treble damages pursuant to HRS §489-7.5(c).
- H. The provision of whatever other relief the Court deems just, equitable and appropriate.

COUNT III

(Nondisclosure – Restatement (Second) of Torts §551)

39. Plaintiff realleges all allegations heretofore set forth.

40. In Hawai'i, claims for nondisclosure are governed by the Restatement (Second) of Torts § 551 (Am. Law Inst. 1977)².

41. Defendant Hotel is subject to the requirements of 28 CFR §36.302³.

² Restatement of Torts: 551. Liability For Nondisclosure

- (1) One who fails to disclose to another a fact that he knows may justifiably induce the other to act or refrain from acting in a business transaction is subject to the same liability to the other as though he had represented the nonexistence of the matter that he has failed to disclose, if, but only if, he is under a duty to the other to exercise reasonable care to disclose the matter in question.
- (2) One party to a business transaction is under a duty to exercise reasonable care to disclose to the other before the transaction is consummated,
 - (a) matters known to him that the other is entitled to know because of a fiduciary or other similar relation of trust and confidence between them; and
 - (b) matters known to him that he knows to be necessary to prevent his partial or ambiguous statement of the facts from being misleading; and
 - (c) subsequently acquired information that he knows will make untrue or misleading a previous representation that when made was true or believed to be so; and
 - (d) the falsity of a representation not made with the expectation that it would be acted upon, if he subsequently learns that the other is about to act in reliance upon it in a transaction with him; and
 - (e) facts basic to the transaction, if he knows that the other is about to enter into it under a mistake as to them, and that the other, because of the relationship between them, the customs of the trade or other objective circumstances, would reasonably expect a disclosure of those facts.

³
28CFR§36.302 Modifications in policies, practices, or procedures.

42. The gist of the requirement of 28CFR§28.302(e) is the requirement that a place of lodging, such as Defendant Hotel, disclose both the *accessible* elements but, more importantly, *inaccessible* elements of the place of lodging; without a description of *inaccessible* mobility elements, Defendant fails to comply with 28CFR§28.302(e) as a matter of law.

43. Defendant Hotel was under a duty to disclose both *accessible* and *inaccessible* elements on its first and third party websites in enough detail to reasonably permit individuals with disabilities, including the Plaintiff and Class Members, to assess

(a) *General.* A public accommodation shall make reasonable modifications in policies, practices, or procedures, when the modifications are necessary to afford goods, services, facilities, privileges, advantages, or accommodations to individuals with disabilities, unless the public accommodation can demonstrate that making the modifications would fundamentally alter the nature of the goods, services, facilities, privileges, advantages, or accommodations.

(b) ...

(c) ...

(d) ...

(e) (1) *Reservations made by places of lodging.* A public accommodation that owns, leases (or leases to), or operates a place of lodging shall, with respect to reservations made by any means, including by telephone, in-person, or through a third party—

(i) Modify its policies, practices, or procedures to ensure that individuals with disabilities can make reservations for accessible guest rooms during the same hours and in the same manner as individuals who do not need accessible rooms;

(ii) Identify and describe accessible features in the hotels and guest rooms offered through its reservations service in enough detail to reasonably permit individuals with disabilities to assess independently whether a given hotel or guest room meets his or her accessibility needs;

(iii) Ensure that accessible guest rooms are held for use by individuals with disabilities until all other guest rooms of that type have been rented and the accessible room requested is the only remaining room of that type;

(iv) Reserve, upon request, accessible guest rooms or specific types of guest rooms and ensure that the guest rooms requested are blocked and removed from all reservations systems; and

(v) Guarantee that the specific accessible guest room reserved through its reservations service is held for the reserving customer, regardless of whether a specific room is held in response to reservations made by others.

(2) *Exception.* The requirements in paragraphs (iii), (iv), and (v) of this section do not apply to reservations for individual guest rooms or other units not owned or substantially controlled by the entity that owns, leases, or operates the overall facility.

(3) *Compliance date.* The requirements in this section will apply to reservations made on or after March 15, 2012.

1 independently whether a given hotel or guest room meets his or her accessibility needs
 2 all as more fully disclosed in Addendum A.

3 44. Defendant's disclosure and identification of *accessibility* and *inaccessibility* elements
 4 was insufficiently detailed to reasonably permit individuals with disabilities to assess
 5 independently whether a given hotel or guest room meets his or her accessibility needs
 6 all as more fully disclosed in Addendum A.

7 45. Defendant's third party and first party booking websites made partial disclosures of
 8 accessibility which were known to Defendant to cause them to be misleading.

9 46. The disclosure of *accessibility* and *inaccessibility* elements were facts basic to the
 10 transaction of booking a room at the Defendant's Hotel.

11 47. The partial disclosure of accessibility on Defendant's third and first party websites
 12 created the impression of two interpretations: One that the hotel was fully ADA
 13 compliant and the other that it was not.

14 48. Plaintiff and Class Members have been damaged by the nondisclosure.

15 49. Defendant's conduct raises the presumption of conscious indifference to consequences
 16 of its actions which, in turn, demonstrates wanton or oppressive acts or malice as
 17 implies a spirit of mischief or indifference to civil obligations, or willful misconduct,
 18 entitling Plaintiff and Class Members to an award of punitive damages in an amount
 19 sufficient to deter Defendant and others similarly situated from similar misconduct.

20 WHEREFORE, Plaintiff prays for relief as follows:

21 A. For class action certification on this Count.

22 B. For a finding of liability of Defendant on this Count; and

23 C. For damages assessed in favor of Plaintiff and each Class Member in an amount
 24 to be determined at trial; and

25 D. For punitive damages in an amount sufficient to deter this Defendant and others
 26 similarly situated from similar misconduct; and

27 E. For costs, fees, expenses and attorney's fees in an amount to be proven; and

28 F. For such other and further relief as the Court may deem just and proper.

COUNT IV
(Consumer Fraud – HRS Chapter 480)

1 50. Plaintiff realleges all allegations heretofore set forth.

2 51. HRS §480-2 declares unlawful all unfair or deceptive acts or practices in the conduct
3 of any trade or commerce.

4 52. Defendant Hotel committed unfair and deceptive acts or practices in the conduct of its
5 lodging business s more fully detailed in Counts I – IV above all of which are by this
6 reference incorporated herein.

7 53. Plaintiff and Class Members are “consumers” as this term is defined in HRS §480-1.

8 54. HRS Chapter 480 is intended not only to protect the persons who actually purchased
9 goods or services as a result of unfair and deceptive acts and practices, but also those
10 who attempted or were solicited to do so. *Zanakis-Pico v. Cutter Dodge, Inc.*, 47 P.3d
11 1222 (Haw. 2002)

12 55. Any consumer who is injured by any unfair or deceptive act or practice forbidden or
13 declared unlawful by section 480-2:

14 (1) May sue for damages sustained by the consumer, and, if the judgment is for the
15 plaintiff, the plaintiff shall be awarded a sum not less than \$1,000 or threefold
16 damages by the plaintiff sustained, whichever sum is the greater, and reasonable
17 attorney's fees together with the costs of suit; provided that where the plaintiff
18 is an elder, the plaintiff, in the alternative, may be awarded a sum not less than
19 \$5,000 or threefold any damages sustained by the plaintiff, whichever sum is
the greater, and reasonable attorney's fees together with the costs of suit. In
determining whether to adopt the \$5,000 alternative amount in an award to an
elder, the court shall consider the factors set forth in section 480-13.5; and

20 (2) May bring proceedings to enjoin the unlawful practices, and if the decree is for
21 the plaintiff, the plaintiff shall be awarded reasonable attorney's fees together
with the costs of suit.

22 56. However, the remedies provided in the preceding paragraphs shall be applied in class
23 action and de facto class action lawsuits or proceedings, including actions brought on
24 behalf of direct or indirect purchasers with the following conditions and limitations:

25 (1) The minimum \$1,000 recovery provided in subsections (a) and (b) shall not
26 apply in a class action or a de facto class action lawsuit;

27 (2) In class actions or de facto class actions where both direct and indirect
28 purchasers are involved, or where more than one class of indirect purchasers
are involved, a defendant shall be entitled to prove as a partial or complete

1 defense to a claim for compensatory damages that the illegal overcharge has
 2 been passed on or passed back to others who are themselves entitled to recover
 3 so as to avoid the duplication of recovery of compensatory damages;

4 (3) That portion of threefold damages in excess of compensatory damages shall be
 5 apportioned and allocated by the court in its exercise of discretion so as to
 6 promote effective enforcement of this chapter and deterrence from violation of
 7 its provisions;

8 (4) In no event shall an indirect purchaser be awarded less than the full measure of
 9 compensatory damages attributable to the indirect purchaser;

10 (5) In any lawsuit or lawsuits in which claims are asserted by both direct purchasers
 11 and indirect purchasers, the court is authorized to exercise its discretion in the
 12 apportionment of damages, and in the transfer and consolidation of cases to
 13 avoid the duplication of the recovery of damages and the multiplicity of suits,
 14 and in other respects to obtain substantial fairness;

15 (6) In any case in which claims are being asserted by a part of the claimants in a
 16 court of this State and another part of the claimants in a court other than of this
 17 State, where the claims arise out of same or overlapping transactions, the court
 18 is authorized to take all steps reasonable and necessary to avoid duplication of
 19 recovery of damages and multiplicity of suits, and in other respects, to obtain
 20 substantial fairness;

21 (7) In instances where indirect purchasers file an action and obtain a judgment or
 22 settlement prior to the completion of a direct purchaser's action in courts other
 23 than this State, the court shall delay disbursement of the damages until such
 24 time as the direct purchaser's suits are resolved to either final judgment, consent
 25 decree or settlement, or in the absence of a direct purchaser's lawsuit in the
 26 courts other than this State by direct purchasers, the expiration of the statute of
 27 limitations, or in such manner that will minimize duplication of damages to the
 28 extent reasonable and practicable, avoid multiplicity of suit, and obtain
 substantial fairness; and

(8) In the event damages in a class action or de facto class action remain unclaimed
 by the direct or indirect purchasers, the class representative or the attorney
 general shall apply to the court and such funds shall escheat to the State upon
 showing that reasonable efforts made by the State to distribute the funds have
 been unsuccessful.

57. Plaintiff and Class Members have been damaged by Defendant's unfair and deceptive
 acts or practices in the conduct of its lodging business s more fully detailed in Counts
 I – IV above all of which are by this reference incorporated herein.

1 58. Defendant's conduct raises the presumption of conscious indifference to consequences
2 of its actions which, in turn, demonstrates wanton or oppressive acts or malice as
3 implies a spirit of mischief or indifference to civil obligations, or willful misconduct,
4 entitling Plaintiff and Class Members to an award of punitive damages in an amount
5 sufficient to deter Defendant and others similarly situated from similar misconduct.

6 WHEREFORE, Plaintiff prays for relief as follows:

7 A. For class action certification on this Count.

8 B. For a finding of liability of Defendant on this Count; and

9 C. For damages assessed in favor of Plaintiff and each Class Member in an amount
10 to be determined at trial; and

11 D. For punitive damages in an amount sufficient to deter this Defendant and others
12 similarly situated from similar misconduct; and

13 E. For costs, fees, expenses and attorney's fees in an amount to be proven; and

14 F. For such other and further relief as the Court may deem just and proper.

15 **COUNT V**
16 **(Negligence per se)**

17 59. Plaintiff realleges all allegations heretofore set forth.

18 60. Defendant had a duty to Plaintiff to remove ADA accessibility barriers so that Plaintiff
19 as a disabled individual would have full and equal access to the public
20 accommodation.

21 61. Defendant breached this duty.

22 62. Defendant is or should be aware that, historically, society has tended to isolate and
23 segregate individuals with disabilities, and, despite some improvements, such forms
24 of discrimination against individuals with disabilities continue to be a serious and
pervasive social problem⁴.

25 63. Defendant knowingly and intentionally participated in this historical discrimination
26 against Plaintiff, causing Plaintiff damage.

27
28

⁴ 42 U.S.C. § 12101(a)(2)

1 64. Discrimination against individuals with disabilities persists in the use and enjoyment
2 of critical public accommodations⁵.

3 65. Defendant's knowing and intentional persistence in discrimination against Plaintiff is
4 alleged, causing Plaintiff damage.

5 66. Individuals with disabilities, including Plaintiff, continually encounter various forms
6 of discrimination, including outright intentional exclusion, the discriminatory effects
7 of architectural, overprotective rules and policies, failure to make modifications to
8 existing facilities and practices, exclusionary qualification standards and criteria,
9 segregation, and relegation to lesser services, programs, activities, benefits, jobs, or
10 other opportunities⁶.

11 67. Defendant's knowing and intentional discrimination against Plaintiff reinforces above
12 forms of discrimination, causing Plaintiff damage.

13 68. Census data, national polls, and other studies have documented that people with
14 disabilities, as a group, occupy an inferior status in our society, and are severely
15 disadvantaged socially, vocationally, economically, and educationally⁷.

16 69. Defendant's knowing and intentional discrimination has relegated Plaintiff to an
17 inferior status in society, causing Plaintiff damage.

18 70. The Nation's proper goals regarding individuals with disabilities are to assure equality
19 of opportunity, full participation, independent living, and economic self-sufficiency
20 for such individuals⁸.

21 71. Defendant's knowing, and intentional discrimination has worked counter to our
22 Nation's goals of equality, causing Plaintiff damage.

23 72. Continued existence of unfair and unnecessary discrimination and prejudice denies
24 people with disabilities the opportunity to compete on an equal basis and to pursue
25 those opportunities for which our free society is justifiably famous, and costs the
26

27 ⁵ 42 U.S.C. §12101(a)(3)

28 ⁶ 42 U.S.C. §12101(a)(5)

⁷ 42 U.S.C. §12101(a)(6)

⁸ 42 U.S.C. §12101(a)(7)

1 United States billions of dollars in unnecessary expenses resulting from dependency
2 and nonproductivity⁹.

3 73. Defendant's knowing and intentional unfair and unnecessary discrimination against
4 Plaintiff demonstrates Defendant's knowing and intentional damage to Plaintiff.

5 74. Defendant's breach of duty caused Plaintiff damages including, without limitation,
6 the feeling of segregation, discrimination, relegation to second class citizen status the
7 pain, suffering and emotional damages inherent to discrimination and segregation and
8 other damages to be proven at trial.

9 75. By violating Plaintiff's civil rights, Defendant engaged in intentional, aggravated and
10 outrageous conduct.

11 76. The ADA has been the law of the land since 1991, but Defendant engaged in a
12 conscious action of a reprehensible character, that is, Defendant denied Plaintiff his
13 civil rights, and cause him damage by virtue of segregation, discrimination, relegation
14 to second class citizen status the pain, suffering and emotional damages inherent to
15 discrimination and segregation and other damages to be proven at trial.

16 77. Plaintiff and Class Members have been damaged by Defendant's unfair and deceptive
17 acts or practices in the conduct of its lodging business s more fully detailed in Counts
18 I – III above all of which are by this reference incorporated herein.

19 78. Defendant's conduct raises the presumption of conscious indifference to consequences
20 of its actions which, in turn, demonstrates wanton or oppressive acts or malice as
21 implies a spirit of mischief or indifference to civil obligations, or willful misconduct,
22 entitling Plaintiff and Class Members to an award of punitive damages in an amount
23 sufficient to deter Defendant and others similarly situated from similar misconduct.

24 **WHEREFORE**, Plaintiff prays for relief as follows:

25 A. For certification of class action on this Count.

26 B. For finding of negligence; and

27 C. For damages in an amount to be proven at trial; and

28 D. For punitive damages to be proven at trial; and

⁹ 42 U.S.C. §12101(a)(8)


1 E. For such other and further relief as the Court may deem just and proper.

2 **REQUEST FOR TRIAL BY JURY**

3 Plaintiff respectfully requests a trial by jury in issues triable by a jury.

4 RESPECTFULLY SUBMITTED this 3rd day of September, 2019

5
6 **PETER STROJNIK**

7 
8 _____
9 Plaintiff
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ADDENDUM A

3RD PARTY BOOKING WEBSITE – GENERAL ACCESSIBILITY INFORMATION

www.hotels.com

INSUFFICIENT ACCESSIBILITY INFORMATION

About Andaz Maui at Wailea Resort - a concept by Hyatt, Kihei

Oceanfront designer hotel with 4 pools near Wailea Beach

13 minutes to Kihei

Located by Hawaii's Wailea Beach, Andaz Maui at Wailea Resort sits on Maui's southwest coast, a 30-minute drive from Kahului Airport, and 13 minutes to Kihei. It's a 40-minute drive upcountry to the farmlands of Makawao, or a 2-hour drive along the scenic Road to Hana.

Surf, sand, and shopping

Beach lovers can stroll along the Wailea Beach Path outside the hotel to enjoy pristine views of the Pacific, play beach volleyball, go kayaking or lounge on the sand. Guests can also go whale-watching nearby. Visitors who prefer to shop can take a 2-minute drive to The Shops at Wailea and find crafts by local artisans, surfwear, and jewelry.

Fresh island flavors

The hotel has 5 food and beverage options including restaurants - Kai Aia kitchen serving locally sourced dishes, and Laha Lounge offering craft cocktails among cascading waterfalls. The hotel grounds also feature 4 infinity pools and a gym, and you can enjoy tropical treatments at Awaiki Spa.

Private lanai, free WiFi

The hotel has 300 rooms, suites, and villas with indulgent tropical features like private lanais and rainfall showers. There's a onsite Spa with couple treatment rooms. You can stay connected with free WiFi and 40-inch flat-screen TVs with cable and pay movies, and baths are stocked with locally made toiletries.

Key facts

Size

- 300 rooms
- Arranged over 7 floors

Arriving/leaving

91% of customers were happy with check-in

- Check-in time starts at 4 PM
- Check-out time is 11 AM
- Express check-in/out

Required at check-in

- Credit card or cash deposit required
- Government-issued photo ID required

At the resort

Taking the kids?	Children's club (surcharge)
Food and drink	Breakfast (surcharge) 4 restaurants 2 bars/lounges 2 poolside bars Coffee shop/café Room service (during limited hours)
Things to do	Fitness classes on site Bicycle rentals on site Kayaking on site Rowing or canoeing on site Surfing/boogie boarding on site Volleyball on site Yoga classes/instruction on site Ecotours nearby Golfing nearby Hiking/biking trails nearby Scuba diving nearby Snorkeling nearby
Working away	Business center Meeting rooms Conference space size (feet) - 4500 Conference space size (meters) - 424 Computer station
Services	24-hour front desk Concierge services Tours/ticket assistance Limo or Town Car service available Dry cleaning/laundry service Laundry facilities Hair salon Free newspapers in lobby Luggage storage Wedding services Multilingual staff Porter/bellhop
Facilities	ATM/banking
Accessibility	Accessible bathroom In-room accessibility Roll-in shower
Languages Spoken	Arabic Chinese Dutch English Filipino French German Hindi Indonesian Italian Japanese Korean Portuguese Russian Spanish Thai Vietnamese

In the apartment

Home comforts	In-room climate control (air conditioning) Air conditioning Coffee/tea maker Bathrobes Iron/ironing board
Sleep well	Hypo-allergenic bedding available Tumdown service Premium bedding
Things to enjoy	Balcony
Freshen up	Rainfall showerhead Designer toiletries Hair dryer
Be entertained	40-inch TV Pay movies Cable TV channels
Stay connected	Desk Free newspaper Free WiFi Free local calls
More	Daily housekeeping In-room safe (laptop compatible) Connecting/adjoining rooms available

Identification of Specific Barrier in Plain Language: Booking website does not identify and describe accessible features in the hotel and guest rooms in enough detail to reasonably permit Plaintiff to assess independently whether the hotel or guest room meets his accessibility needs.

The manner in which the barriers denied Plaintiff full and equal use or access, and which deter Plaintiff from visiting the Hotel: Barrier denied Plaintiff full and equal access by failing to identify and describe accessible features in the hotel and guest rooms in enough detail to reasonably permit Plaintiff to assess independently whether the hotel or guest room meets his accessibility needs.

The dates on each particular occasion on which Plaintiff encountered such barrier and which deter Plaintiff from visiting Hotel: On or about 2018-01-09 to 2018-01-16.

3RD PARTY BOOKING WEBSITE – ROOM DESCRIPTIONS

Room, 1 King Bed (Mauka View)**Guestroom [1/4]**

Sleeps 2 people (including up to 1 child)

Bed choices

- 1 King Bed

More Info: 808-539-8122

1 King Bed

420-sq-foot (39-sq-meter) room with a balcony

Internet - Free WiFi

Entertainment - 40-inch TV with cable channels and pay movies

Food & Drink - Coffee/tea maker, minibar (stocked with some free items), and room service

Sleep - Premium bedding and turndown service

Bathroom - Private bathrooms, bathrobes, and a shower with a rainfall showerhead

Practical - Free local calls, laptop-compatible safe, and free newspaper

Comfort - Air conditioning and daily housekeeping

Need to Know - No cribs (infant beds) or rollaway/extra beds available

Smoking/Non Smoking

Connecting/adjoining rooms can be requested, subject to availability

Details

- | | | |
|--|--|--------------------------------------|
| ▪ Air conditioning | ▪ Free local calls | ▪ Minibar (stocked, some free items) |
| ▪ Balcony | ▪ Free newspaper | ▪ Pay movies |
| ▪ Bathrobes | ▪ Free WiFi | ▪ Phone |
| ▪ Cable TV service | ▪ Hair dryer | ▪ Premium bedding |
| ▪ Coffee/tea maker | ▪ Hypo-allergenic bedding available | ▪ Rainfall showerhead |
| ▪ Connecting/adjoining rooms available | ▪ In-room climate control (air conditioning) | ▪ Room service (limited hours) |
| ▪ Daily housekeeping | ▪ In-room safe (laptop compatible) | ▪ Television |
| ▪ Designer toiletries | ▪ Iron/ironing board | ▪ Turndown service |
| ▪ Desk | | |

Room, 2 Queen Beds (Mauka View)**Guestroom** [1/3]

Sleeps 4 people (including up to 3 children)

Bed choices

- 2 Queen Beds

More info: 808-539-8122

2 Queen Beds

420-sq-foot (39-sq-meter) room with a balcony

Internet - Free WiFi

Entertainment - 40-inch TV with cable channels and pay movies

Food & Drink - Coffee/tea maker, minibar (stocked with some free items), and room service

Sleep - Premium bedding and turndown service

Bathroom - Private bathroom, bathrobes, and a shower with a rainfall showerhead

Practical - Free local calls, laptop-compatible safe, and free newspaper

Comfort - Air conditioning and daily housekeeping

Need to Know - No cribs (infant beds) or rollaway/extra beds available

Smoking/Non Smoking

Connecting/adjoining rooms can be requested, subject to availability

Details

- | | | |
|--|--|-------------------------------------|
| • Air conditioning | • Free local calls | • Minibar (stocked some free items) |
| • Balcony | • Free newspaper | • Pay movies |
| • Bathrobes | • Free WiFi | • Phone |
| • Cable TV service | • Hair dryer | • Premium bedding |
| • Coffee/tea maker | • Hypo-allergenic bedding available | • Rainfall showerhead |
| • Connecting/adjoining rooms available | • In-room climate control (air conditioning) | • Room service (limited hours) |
| • Daily housekeeping | • In-room safe (laptop compatible) | • Television |
| • Designer toiletries | • Iron/ironing board | • Turndown service |
| • Desk | | |

Room, 1 King Bed, Partial Ocean View**Guestroom [1/4]**

Sleeps 2 people (including up to 1 child)

Bed choices

- 1 King Bed

More Info 866-538-8122

1 King Bed

420-sq-foot (39-sq-meter) room, balcony with ocean views

Internet - Free WiFi

Entertainment - 40-inch TV with cable channels and pay movies

Food & Drink - Coffee/tea maker, minibar (stocked with some free items), and room service

Sleep - Premium bedding and turndown service

Bathroom - Private bathroom, bathrobes, and a shower with a rainfall showerhead

Practical - Free local calls, laptop-compatible safe, and free newspaper

Comfort - Air conditioning and daily housekeeping

Need to Know - No cribs (infant beds) or rollaway/extra beds available

Smoking/Non Smoking

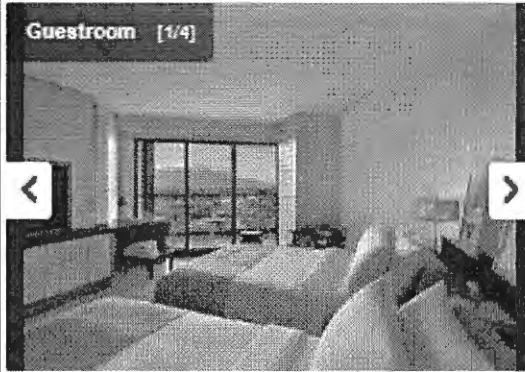
Connecting/adjoining rooms can be requested, subject to availability

Details

- | | | |
|--|--|--------------------------------------|
| ▪ Air conditioning | ▪ Free local calls | ▪ Minibar (stocked, some free items) |
| ▪ Balcony | ▪ Free newspaper | ▪ Pay movies |
| ▪ Bathrobes | ▪ Free WiFi | ▪ Phone |
| ▪ Cable TV service | ▪ Hair dryer | ▪ Premium bedding |
| ▪ Coffee/tea maker | ▪ Hypo-allergenic bedding available | ▪ Rainfall showerhead |
| ▪ Connecting/adjoining rooms available | ▪ In-room climate control (air conditioning) | ▪ Room service (limited hours) |
| ▪ Daily housekeeping | ▪ In-room safe (laptop compatible) | ▪ Television |
| ▪ Designer toiletries | ▪ Iron/ironing board | ▪ Turndown service |
| ▪ Desk | | |

Room, 2 Queen Beds, Partial Ocean View

Guestroom [1/4]



Sleeps 4 people (including up to 3 children)

Bed choices

- 2 Queen Beds

More info: 888-538-8122

2 Queen Beds

420-sq-foot (39-sq-meter) room, balcony with partial ocean views

Internet - Free WiFi

Entertainment - 40-inch TV with cable channels and pay movies

Food & Drink - Coffee/tea maker, minibar (stocked with some free items), and room service

Sleep - Premium bedding and turndown service

Bathroom - Private bathroom, bathrobes, and a shower with a rainfall showerhead

Practical - Free local calls, laptop-compatible safe, and free newspaper

Comfort - Air conditioning and daily housekeeping

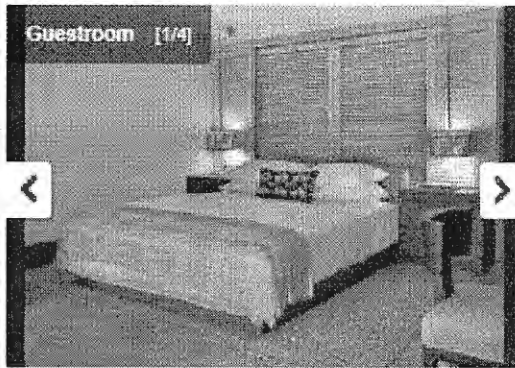
Need to Know - No cribs (infant beds) or rollaway/extra beds available

Smoking/Non Smoking

Connecting/adjoining rooms can be requested, subject to availability

Details

- | | | |
|--|--|--------------------------------------|
| ▪ Air conditioning | ▪ Free local calls | ▪ Minibar (stocked, some free items) |
| ▪ Balcony | ▪ Free newspaper | ▪ Pay movies |
| ▪ Bathrobes | ▪ Free WiFi | ▪ Phone |
| ▪ Cable TV service | ▪ Hair dryer | ▪ Premium bedding |
| ▪ Coffee/tea maker | ▪ Hypo-allergenic bedding available | ▪ Rainfall showerhead |
| ▪ Connecting/adjoining rooms available | ▪ In-room climate control (air conditioning) | ▪ Room service (limited hours) |
| ▪ Daily housekeeping | ▪ In-room safe (laptop compatible) | ▪ Television |
| ▪ Designer toiletries | ▪ Iron/ironing board | ▪ Turndown service |
| ▪ Desk | | |

Room, 1 King Bed, Ocean View

Sleeps 2 people (including up to 1 child)

Bed choices

- 1 King Bed

More info: 888-639-9122

1 King Bed

420-sq-foot (39-sq-meter) room, balcony with ocean views

Internet - Free WiFi

Entertainment - 40-inch TV/ with cable channels and pay movies

Food & Drink - Coffee/tea maker, minibar (stocked with some free items), and room service

Sleep - Premium bedding and turndown service

Bathroom - Private bathroom, bathrobes, and a shower with a rainfall showerhead

Practical - Free local calls, laptop-compatible safe, and free newspaper

Comfort - Air conditioning and daily housekeeping

Need to Know - No cribs (infant beds) or rollaway/extra beds available

Smoking/Non Smoking

Connecting/adjoining rooms can be requested, subject to availability

Details

- | | | |
|--|--|--------------------------------------|
| • Air conditioning | • Free local calls | • Minibar (stocked, some free items) |
| • Balcony | • Free newspaper | • Pay movies |
| • Bathrobes | • Free WiFi | • Phone |
| • Cable TV/ service | • Hair dryer | • Premium bedding |
| • Coffee/tea maker | • Hypo-allergenic bedding available | • Rainfall showerhead |
| • Connecting/adjoining rooms available | • In-room climate control (air conditioning) | • Room service (limited hours) |
| • Daily housekeeping | • In-room safe (laptop compatible) | • Television |
| • Designer toiletries | • Iron/ironing board | • Turndown service |
| • Desk | | |

Room, 2 Queen Beds, Ocean View



Sleeps 4 people (including up to 3 children)

Bed choices

- 2 Queen Beds

More info: 855-539-8122

2 Queen Beds

420-sq-foot (39-sq-meter) room, balcony with ocean views

Internet - Free WiFi

Entertainment - 40-inch TV with cable channels and pay movies

Food & Drink - Coffee/tea maker, minibar (stocked with some free items), and room service

Sleep - Premium bedding and turndown service

Bathroom - Private bathroom, bathrobes, and a shower with a rainfall showerhead

Practical - Free local calls, laptop-compatible safe, and free newspaper

Comfort - Air conditioning and daily housekeeping

Need to Know - No cribs (infant beds) or rollaway/extra beds available

Smoking/Non Smoking

Connecting/adjoining rooms can be requested, subject to availability

Details

- | | | |
|--|--|--------------------------------------|
| • Air conditioning | • Free local calls | • Minibar (stocked, some free items) |
| • Balcony | • Free newspaper | • Pay movies |
| • Bathrobes | • Free WiFi | • Phone |
| • Cable TV service | • Hair dryer | • Premium bedding |
| • Coffee/tea maker | • Hypo-allergenic bedding available | • Rainfall showerhead |
| • Connecting/adjoining rooms available | • In-room climate control (air conditioning) | • Room service (limited hours) |
| • Daily housekeeping | • In-room safe (laptop compatible) | • Television |
| • Designer toiletries | • Iron/ironing board | • Turndown service |
| • Desk | | |

Room, 1 King Bed, Accessible, Ocean View (Shower)



Sleeps 2 people (including up to 1 child)

Bed choices

- 1 King Bed

More Info: 888-538-3122

1 King Bed

420-sq-foot (38-sq-meter) room, balcony with ocean views

Internet - Free WiFi

Entertainment - 40-inch TV with cable channels and pay movies

Food & Drink - Coffee/tea maker, minibar (stocked with some free items), and room service

Sleep - Premium bedding and turndown service

Bathroom - Private bathroom, bathrobes, and a shower with a rainfall showerhead

Practical - Free local calls, laptop-compatible safe, and free newspaper

Comfort - Air conditioning and daily housekeeping

Accessibility - Wheelchair accessible

Need to Know - No cribs (infant beds) or rollaway/extra beds available

Smoking/Non Smoking

Connecting/adjoining rooms can be requested, subject to availability

Details

- | | | |
|--|--|--------------------------------------|
| ▪ Air conditioning | ▪ Free local calls | ▪ Minibar (stocked, some free items) |
| ▪ Balcony | ▪ Free newspaper | ▪ Pay movies |
| ▪ Bathrobes | ▪ Free WiFi | ▪ Phone |
| ▪ Cable TV service | ▪ Hair dryer | ▪ Premium bedding |
| ▪ Coffee/tea maker | ▪ Hypo-allergenic bedding available | ▪ Rainfall showerhead |
| ▪ Connecting/adjoining rooms available | ▪ In-room climate control (air conditioning) | ▪ Room service (limited hours) |
| ▪ Daily housekeeping | ▪ In-room safe (laptop compatible) | ▪ Television |
| ▪ Designer toiletries | ▪ Iron/ironing board | ▪ Turndown service |
| ▪ Desk | | |

Room, 2 Queen Beds (Ocean)**Guestroom [1/2]**

Sleeps 4 people (including up to 3 children)

Bed choices

- 2 Queen Beds

More info: 888-538-3122

2 Queen Beds

418-sq-foot (39-sq-meter) room, balcony with ocean views

Internet - Free WiFi

Entertainment - 40-inch TV with cable channels and pay movies

Food & Drink - Coffee/tea maker, minibar (stocked with some free items), and room service

Sleep - Premium bedding and turndown service

Bathroom - Bathrobes, designer toiletries, and a hair dryer

Practical - Free local calls, laptop-compatible safe, and free newspaper

Comfort - Air conditioning and daily housekeeping

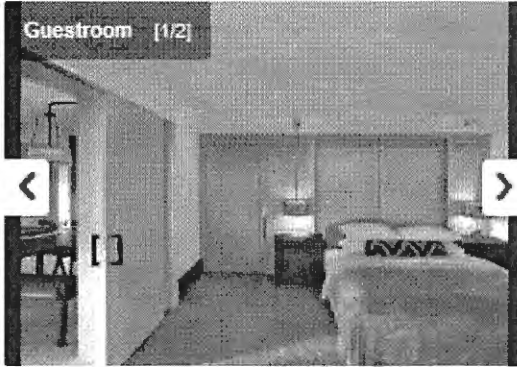
Need to Know - No cribs (infant beds) or rollaway/extra beds available

Smoking/Non Smoking

Connecting/adjoining rooms can be requested, subject to availability

Details

- | | | |
|--|--|--------------------------------------|
| • Air conditioning | • Free local calls | • Minibar (stocked, some free items) |
| • Balcony | • Free newspaper | • Pay movies |
| • Bathrobes | • Free WiFi | • Phone |
| • Cable TV service | • Hair dryer | • Premium bedding |
| • Coffee/tea maker | • Hypo-allergenic bedding available | • Rainfall showerhead |
| • Connecting/adjoining rooms available | • In-room climate control (air conditioning) | • Room service (limited hours) |
| • Daily housekeeping | • In-room safe (laptop compatible) | • Television |
| • Designer toiletries | • Iron/ironing board | • Turndown service |
| • Desk | | |

Andaz, Suite, Partial Ocean View**Guestroom [1/2]**

Sleeps 3 people (including up to 2 children)

Bed choices

- 1 King Bed

Extra beds available

- Rollaway bed

More info: 866-539-8122

1 King Bed

850-sq-foot (78-sq-meter) room, balcony with partial ocean views

Internet - Free WiFi

Entertainment - 40-inch TV with cable channels and pay movies

Food & Drink - Coffee/tea maker, minibar (stocked with some free items), and room service

Sleep - Premium bedding and turndown service

Bathroom - Private bathroom, bathrobes, and a shower/tub combination with a rainfall showerhead

Practical - Free local calls, laptop-compatible safe, and free newspaper; free rollaway/extra beds available on request

Comfort - Air conditioning and daily housekeeping

Need to Know - No cribs (infant beds) available

Smoking/Non Smoking

Connecting/adjoining rooms can be requested, subject to availability

Details

- | | | |
|--|--|--------------------------------------|
| • Air conditioning | • Free local calls | • Minibar (stocked, some free items) |
| • Balcony | • Free newspaper | • Pay movies |
| • Bathrobes | • Free WiFi | • Phone |
| • Cable TV service | • Hair dryer | • Premium bedding |
| • Coffee/tea maker | • Hypo-allergenic bedding available | • Rainfall showerhead |
| • Connecting/adjoining rooms available | • In-room climate control (air conditioning) | • Room service (limited hours) |
| • Daily housekeeping | • In-room safe (laptop compatible) | • Television |
| • Designer toiletries | • Iron/ironing board | • Turndown service |
| • Desk | | |

Andaz, Suite**Guestroom [1/4]**

Sleeps 3 people (including up to 2 children)

Bed choices

- 1 King Bed

Extra beds available

- Rollaway bed

More Info: 866-539-8122

1 King Bed

850-sq-foot (79-sq-meter) room, balcony with partial ocean views

Layout - Bedroom and living room

Internet - Free WiFi

Entertainment - 40-inch TV with cable channels and pay movies

Food & Drink - Coffee/tea maker, minibar (stocked with some free items), and room service

Sleep - Premium bedding and turndown service

Bathroom - Private bathroom, bathrobes, and a shower/tub combination with a rainfall showerhead

Practical - Free local calls, laptop-compatible safe, and free newspaper; free rollaway/extra beds available on request

Comfort - Air conditioning and daily housekeeping

Need to Know - No cribs (infant beds) available

Smoking/Non Smoking

Connecting/adjoining rooms can be requested, subject to availability

Details

- | | | |
|--|--|--------------------------------------|
| • Air conditioning | • Free local calls | • Minibar (stocked, some free items) |
| • Balcony | • Free newspaper | • Pay movies |
| • Bathrobes | • Free WiFi | • Phone |
| • Cable TV service | • Hair dryer | • Premium bedding |
| • Coffee/tea maker | • Hypo-allergenic bedding available | • Rainfall showerhead |
| • Connecting/adjoining rooms available | • In-room climate control (air conditioning) | • Room service (limited hours) |
| • Daily housekeeping | • In-room safe (laptop compatible) | • Television |
| • Designer toiletries | • Iron/ironing board | • Turndown service |
| • Desk | | |

Andaz, Deluxe Suite, Ocean View

Sleeps 3 people (including up to 2 children)

Bed choices

- 1 King Bed

Extra beds available

- Rollaway bed

More Info: 866-538-8122

1 King Bed

850-sq-foot (78-sq-meter) room, balcony with ocean views

Internet - Free WiFi

Entertainment - 40-inch TV with cable channels and pay movies

Food & Drink - Coffee/tea maker, minibar (stocked with some free items), and room service

Sleep - Premium bedding and turndown service

Bathroom - Bathrobes, designer toiletries, and a hair dryer

Practical - Free local calls, laptop-compatible safe, and free newspaper; free rollaway/extra beds available on request

Comfort - Air conditioning and daily housekeeping

Need to Know - No cribs (infant beds) available

Smoking/Non Smoking

Connecting/adjoining rooms can be requested, subject to availability

Details

- | | | |
|--|--|--------------------------------------|
| • Air conditioning | • Free local calls | • Minibar (stocked, some free items) |
| • Balcony | • Free newspaper | • Pay movies |
| • Bathrobes | • Free WiFi | • Phone |
| • Cable TV service | • Hair dryer | • Premium bedding |
| • Coffee/tea maker | • Hypo-allergenic bedding available | • Rainfall showerhead |
| • Connecting/adjoining rooms available | • In-room climate control (air conditioning) | • Room service (limited hours) |
| • Daily housekeeping | • In-room safe (laptop compatible) | • Television |
| • Designer toiletries | • Iron/ironing board | • Turndown service |
| • Desk | | |

Identification of Specific Barrier in Plain Language: Booking website does not identify and describe accessible features in the hotel and guest rooms in enough detail to reasonably permit Plaintiff to assess independently whether the hotel or guest room meets his accessibility needs. Insufficient description of dispersion of accessible rooms among various categories of rooms.

The manner in which the barriers denied Plaintiff full and equal use or access, and which deter Plaintiff from visiting the Hotel: Barrier denied Plaintiff full and equal access by failing to identify and describe accessible features in the hotel and guest rooms in enough detail to reasonably permit Plaintiff to assess independently whether the hotel or guest room meets his accessibility needs.

The dates on each particular occasion on which Plaintiff encountered such barrier and which deter Plaintiff from visiting Hotel: On or about 2018-01-09 to 2018-01-16.

3RD PARTY BOOKING WEBSITE – PHOTOS



Identification of Specific Barrier in Plain Language: Photos on booking website do not identify and describe accessible features in the hotel and guest rooms in enough detail to reasonably permit Plaintiff to assess independently whether the hotel or guest room meets his accessibility needs.

The manner in which the barriers denied Plaintiff full and equal use or access, and which deter Plaintiff from visiting the Hotel: Barrier denied Plaintiff full and equal access by failing to identify and describe accessible features in the hotel and guest rooms in enough detail to reasonably permit Plaintiff to assess independently whether the hotel or guest room meets his accessibility needs.

The dates on each particular occasion on which Plaintiff encountered such barrier and which deter Plaintiff from visiting Hotel: On or about 2018-01-09 to 2018-01-16.

1ST PARTY BOOKING WEBSITE - GENERAL ACCESSIBILITY INFORMATION

<https://www.hyatt.com/en-US/hotel/hawaii/andaz-maui-at-wailea-resort/oggaw>

NO ACCESSIBILITY INFORMATION

OUR HOTEL

FEATURED AMENITIES



FREE INTERNET ACCESS



SPA



RESTAURANT ON-SITE



CONCIERGE



POOL



PET FRIENDLY



BUSINESS SERVICES



RESORT PROPERTY



Hotel Features

301 spacious guestrooms and suites
15-acre beachfront setting
4 cascading outdoor infinity pools
24-Hour Fitness Center
70,000 square feet of event space



Amenities

Free Wi-Fi
Valet Parking
Five delicious dining options onsite



Services

Enterprise rental car onsite
Complimentary welcome beverage
Full service ecofriendly spa and salon

ALL AMENITIES

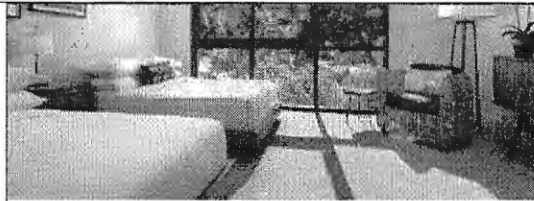


Identification of Specific Barrier in Plain Language: Booking website does not identify and describe accessible features in the hotel and guest rooms in enough detail to reasonably permit Plaintiff to assess independently whether the hotel or guest room meets his accessibility needs.

The manner in which the barriers denied Plaintiff full and equal use or access, and which deter Plaintiff from visiting the Hotel: Barrier denied Plaintiff full and equal access by failing to identify and describe accessible features in the hotel and guest rooms in enough detail to reasonably permit Plaintiff to assess independently whether the hotel or guest room meets his accessibility needs.

The dates on each particular occasion on which Plaintiff encountered such barrier and which deter Plaintiff from visiting Hotel: On or about 2018-01-09 to 2018-01-16.

1ST PARTY BOOKING WEBSITE –ROOM DESCRIPTIONS



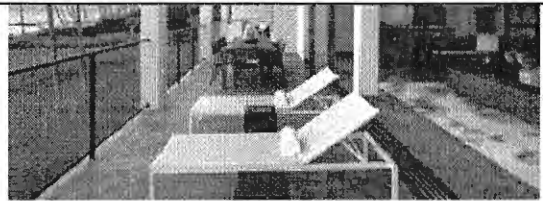
Three Bedroom Garden View Villa

Escape to your very own tropical garden paradise in this 3,234-square foot villa. Boasting three bedrooms (two king bedded rooms and one double/double room), four bathrooms, a gourmet Miele kitchen and a private outdoor space with plunge pool and Viking outdoor grill, enjoy the amenities of our luxury villa in your home away from home. This residential villa is a premium room category, see World of Hyatt program Terms for upgrade eligibility.

AMENITIES

- \$150 daily resort credit (credit based on number of bedrooms)
- Breakfast Experience daily for up to two (2) registered guests, per bedroom in Ka'ana Kitchen
- Choice of complimentary valet parking for one (1) vehicle OR one-time round-trip airport transfer
- Facility access at Awili Spa and Salon for all registered villa guests 18+ years old
- Private 1 hour and 30-minute stand-up board lesson for up to eight (8) registered villa guests
- Dedicated personal VIP Concierge service
- Complimentary minibar with local snacks and non-alcoholic beverages
- Private Lanai and stunning views

CHECK AVAILABILITY



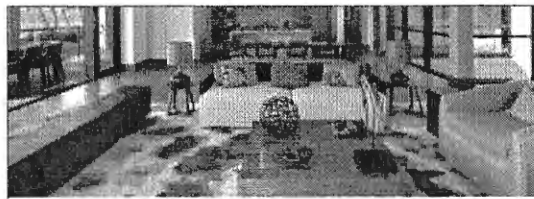
Three Bedroom Ocean Front Villa

Relish in your private 3,400-square foot beach-front villa featuring three bedrooms (two king bedded rooms and one double/double room), four bathrooms, a gourmet Miele kitchen and a private outdoor space with plunge pool and Viking outdoor grill, enjoy the amenities of our luxury villa in your home away from home. This residential villa is a premium room category, see World of Hyatt program Terms for upgrade eligibility.

AMENITIES

- \$150 daily resort credit (credit based on number of bedrooms)
- Breakfast Experience daily for up to two (2) registered guests, per bedroom in Ka'ana Kitchen
- Choice of complimentary valet parking for one (1) vehicle OR one-time round-trip airport transfer
- Facility access at Awili Spa and Salon for all registered villa guests 18+ years old
- Private 1 hour and 30-minute stand-up board lesson for up to eight (8) registered villa guests
- Dedicated personal VIP Concierge service
- Complimentary minibar with local snacks and non-alcoholic beverages
- Private Lanai and stunning views

CHECK AVAILABILITY



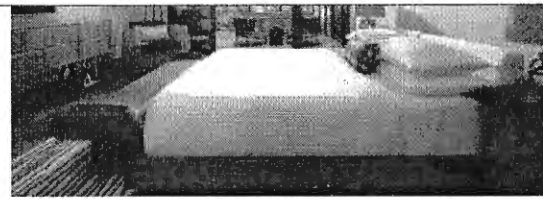
Two Bedroom Ocean Front Villa

Indulge in the intimacy of your very own ocean front paradise in this second floor 1,800-square foot two-bedroom villa. Featuring two bedrooms (one king bedded room and one double/double room), three bathrooms, a gourmet Miele kitchen and a private outdoor space with plunge pool and Viking outdoor grill, enjoy the amenities of our luxury villa in your home away from home. This residential villa is a premium room category, see World of Hyatt program Terms for upgrade eligibility.

AMENITIES

- \$100 daily resort credit (credit based on number of bedrooms)
- Breakfast Experience daily for up to two (2) registered guests, per bedroom in Ka'ana Kitchen
- Choice of complimentary valet parking for one (1) vehicle OR one-time round-trip airport transfer
- Facility access at Awili Spa and Salon for all registered villa guests 18+ years old
- Private 1 hour and 30-minute stand-up board lesson for up to eight (8) registered villa guests
- Dedicated personal VIP Concierge service
- Complimentary minibar with local snacks and non-alcoholic beverages
- Private Lanai and stunning views

CHECK AVAILABILITY



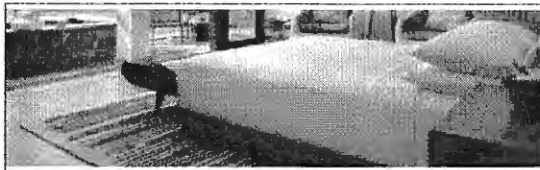
Full Ocean View Villa

Only steps to the beach, this 3,234-square foot ocean view villa boasts three bedrooms (two king bedded rooms and one double/double room), four bathrooms, a gourmet Miele kitchen and a private outdoor space with plunge pool and Viking outdoor grill, enjoy the amenities of our luxury villa in your home away from home. This residential villa is a premium room category, see World of Hyatt program Terms for upgrade eligibility.

AMENITIES

- \$150 daily resort credit (credit based on number of bedrooms)
- Breakfast Experience daily for up to two (2) registered guests, per bedroom in Ka'ana Kitchen
- Choice of complimentary valet parking for one (1) vehicle OR one-time round-trip airport transfer
- Facility access at Awili Spa and Salon for all registered villa guests 18+ years old
- Private 1 hour and 30-minute stand-up board lesson for up to eight (8) registered villa guests
- Dedicated personal VIP Concierge service
- Complimentary minibar with local snacks and non-alcoholic beverages
- Private Lanai and stunning views

CHECK AVAILABILITY



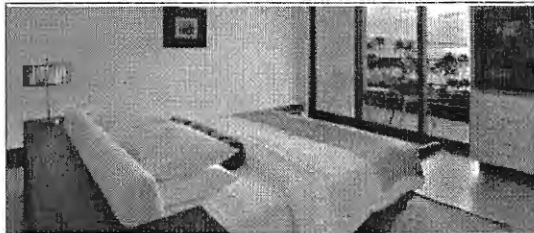
Four Bedroom King Ocean Front Villa

Stay inspired in your spacious ocean front four-bedroom home away from home. This 4,070-square foot villa is the ideal setting to host a special milestone event or enjoy tropical family time by the beach. This villa features four king bedded bedrooms, five bathrooms, a gourmet Miele kitchen and a private outdoor space with plunge pool and Viking outdoor grill, enjoy the amenities of our luxury villa in your home away from home.

AMENITIES

- \$200 daily resort credit (credit based on number of bedrooms)
- Breakfast Experience daily for up to two (2) registered guests, per bedroom in Ka'ana Kitchen
- Choice of complimentary valet parking for one (1) vehicle OR one-time round-trip airport transfer
- Facility access at 'Awili Spa and Salon for all registered villa guests 18+ years old
- Private 1 hour and 30-minute stand-up board lesson for up to eight (8) registered villa guests
- Dedicated personal VIP Concierge service
- Complimentary minibar with local snacks and non-alcoholic beverages
- Private Lanai and stunning views

CHECK AVAILABILITY



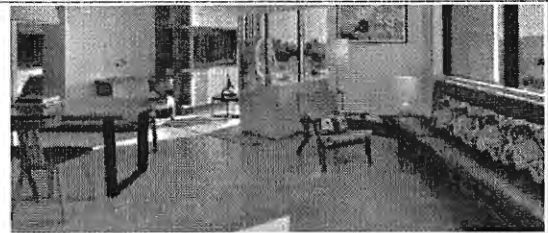
Premier Suite

With only two in its category, enjoy the exclusivity of your 1,500-square-foot suite boasting a master bedroom, separate living area, kitchenette facility and luxurious full ocean views. Connecting bedroom is available upon request. This is a premium suite. See World of Hyatt program terms for upgrade eligibility.

AMENITIES

- \$100 one-time resort credit
- Breakfast Experience daily for up to two (2) registered guests, per bedroom in Ka'ana Kitchen
- Choice of complimentary valet parking for one (1) vehicle OR one-time round-trip airport transfer
- Facility access at 'Awili Spa and Salon for all registered villa guests 18+ years old
- Private 1 hour stand-up board lesson for up to four (4) registered suite guests
- Dedicated personal VIP Concierge service
- Complimentary minibar with local snacks and non-alcoholic beverages
- Private Lanai and stunning views

CHECK AVAILABILITY



Andaz Deluxe Ocean View Suite

Situated on the corner of our Makai tower for dramatic full ocean views, relish in this 850-square-foot suite boasting a master bedroom and separate living area with a kitchenette. This is a premium suite. See World of Hyatt program terms for upgrade eligibility.

AMENITIES

- Complimentary minibar with snacks and non-alcoholic beverages
- Private Lanai and stunning views
- 24-hour market

CHECK AVAILABILITY



Andaz Partial Ocean View Suite

With partial views of the Pacific Ocean, this spacious 850-square-foot suite boasts a master bedroom and separate living area with a kitchenette. This is a premium suite. See World of Hyatt program terms for upgrade eligibility.

AMENITIES

- Complimentary minibar with snacks and non-alcoholic beverages
- Private Lanai and stunning views
- 24-hour market

CHECK AVAILABILITY



Andaz Ocean View Suite

Enjoy sweeping views of the Pacific Ocean in this spacious 850-square-foot suite boasting a master bedroom and separate living area with a kitchenette. This is a premium suite. See world of Hyatt program terms for upgrade eligibility.

AMENITIES

- Complimentary minibar with snacks and non-alcoholic beverages
- Private Lanai and stunning views
- 24-hour market

CHECK AVAILABILITY

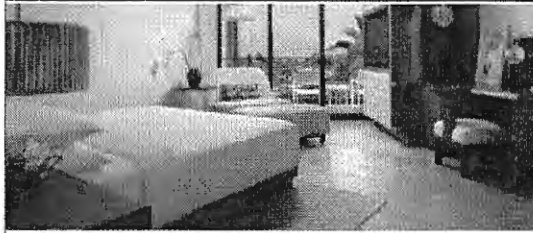


Andaz Pool Suite

Enjoy the convenience of this step-out pool-side suite boasting 850-square-feet of spacious master bedroom, separate living area and kitchenette space. This is a standard suite. See World of Hyatt program terms for upgrade eligibility.

AMENITIES

- Complimentary minibar with snacks and non-alcoholic beverages
- Private Lanai and stunning views
- 24-hour market



1 King Bed Partial Ocean View

Take in partial views of the Pacific Ocean from this 380-420 square foot room with one king bed, rain shower and lanai.

AMENITIES

- Complimentary minibar with local snacks and non-alcoholic beverages
- Private lanai and stunning views
- 24-hour market

[CHECK AVAILABILITY](#)



1 King Bed Ocean View

Take in full views of the Pacific Ocean from this 380-420 square foot room with one king bed, rain shower and lanai.

AMENITIES

- Complimentary minibar with local snacks and non-alcoholic beverages
- Private lanai and stunning views
- 24-hour market

[CHECK AVAILABILITY](#)



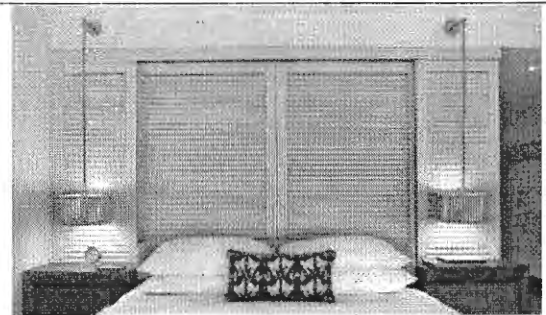
1 King Bed Mauka View

Enjoy inland facing views from this 380-420 square foot room with one king bed, rain shower and lanai.

AMENITIES

- Complimentary minibar with local snacks and non-alcoholic beverages
- Private lanai and stunning inland views
- 24-hour market

[CHECK AVAILABILITY](#)



1 King Bed

Enjoy tropical garden views from this 380-420 square foot room with one king bed, rain shower and lanai.

AMENITIES

- Complimentary minibar with local snacks and non-alcoholic beverages
- Private lanai and lush garden views
- 24-hour market

[CHECK AVAILABILITY](#)



2 Queen Beds

Enjoy tropical garden views from this 380-420 square foot room with two queen beds, rain shower and lanai.

AMENITIES ^

- Complimentary minibar with local snacks and non-alcoholic beverages
- Private lanai and lush garden views
- 24-hour market

[CHECK AVAILABILITY](#)



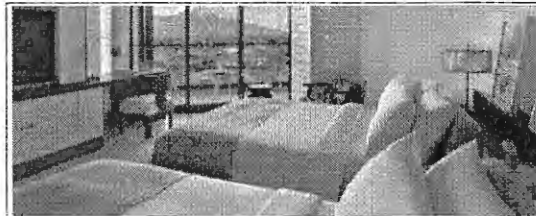
2 Queen Beds Partial Ocean View

Take in partial views of the Pacific Ocean from this 380-420 square foot room with two queen beds, rain shower and lanai.

AMENITIES ^

- Complimentary minibar with local snacks and non-alcoholic beverages
- Private lanai and stunning views
- 24-hour market

[CHECK AVAILABILITY](#)



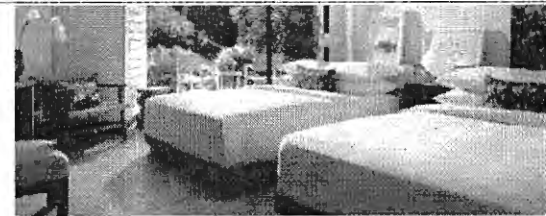
2 Queen Beds Ocean View

Take in full views of the Pacific Ocean from this 380-420 square foot room with two queen beds, rain shower and lanai.

AMENITIES ^

- Complimentary minibar with local snacks and non-alcoholic beverages
- Private lanai and stunning views
- 24-hour market

[CHECK AVAILABILITY](#)



2 Queen Beds Mauka View

Enjoy inland facing views from this 380-420 square foot room with two queen beds, rain shower and lanai.

AMENITIES ^

- Complimentary minibar with local snacks and non-alcoholic beverages
- Private lanai and stunning inland views
- 24-hour market

[CHECK AVAILABILITY](#)



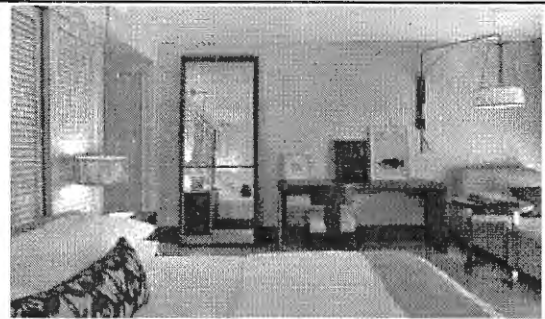
1 King Bed Ocean View ADA Shower

Within this 380-420 square foot guestroom, enjoy one king bed, ocean views, an accessible shower, and other fully accessible features and amenities.

AMENITIES ^

- Emergency strobe light and strobe light smoke detectors
- Cordless phone
- Closed-caption TV
- Lower level closet shelves, light switches, towel racks and more
- Wider bathroom doors
- Raised toilet seat
- Complimentary minibar with local snacks and non-alcoholic beverages
- Private Lanai and stunning views
- 24-hour market

[CHECK AVAILABILITY](#)



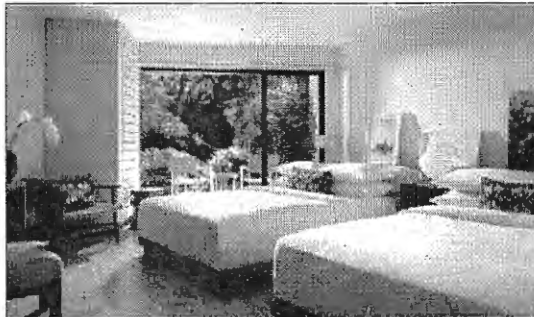
1 King Bed ADA Shower

Within this 380-420 square foot guestroom, enjoy one king bed, an accessible shower and other fully accessible features and amenities.

AMENITIES ^

- Emergency strobe light and strobe light smoke detectors
- Cordless phone
- Closed-caption TV
- Lower level closet shelves, light switches, towel racks and more
- Wider bathroom doors
- Raised toilet seat
- Complimentary minibar with local snacks and non-alcoholic beverages
- Private Lanai and stunning views
- 24-hour market

[CHECK AVAILABILITY](#)



2 Queen Beds ADA Shower

Within this 380-420 square foot guestroom, enjoy two queen beds, an accessible shower, and other fully accessible features and amenities.

AMENITIES ^

- Emergency strobe light and strobe light smoke detectors
- Cordless phone
- Closed-caption TV
- Lower level closet shelves, light switches, towel racks and more
- Wider bathroom doors
- Raised toilet seat
- Complimentary minibar with local snacks and non-alcoholic beverages
- Private Lanai and stunning views
- 24-hour market

[CHECK AVAILABILITY](#)



2 Queen Beds Ocean View ADA Shower

Within this 380-420 square foot guestroom, enjoy two queen beds, stunning ocean views, an accessible shower and other fully accessible features and amenities.

AMENITIES ^

- Emergency strobe light and strobe light smoke detectors
- Cordless phone
- Closed-caption TV
- Lower level closet shelves, light switches, towel racks and more
- Wider bathroom doors
- Raised toilet seat
- Complimentary minibar with local snacks and non-alcoholic beverages
- Private Lanai and stunning views
- 24-hour market

[CHECK AVAILABILITY](#)

Identification of Specific Barrier in Plain Language: Booking website does not identify and describe accessible features in the hotel and guest rooms in enough detail

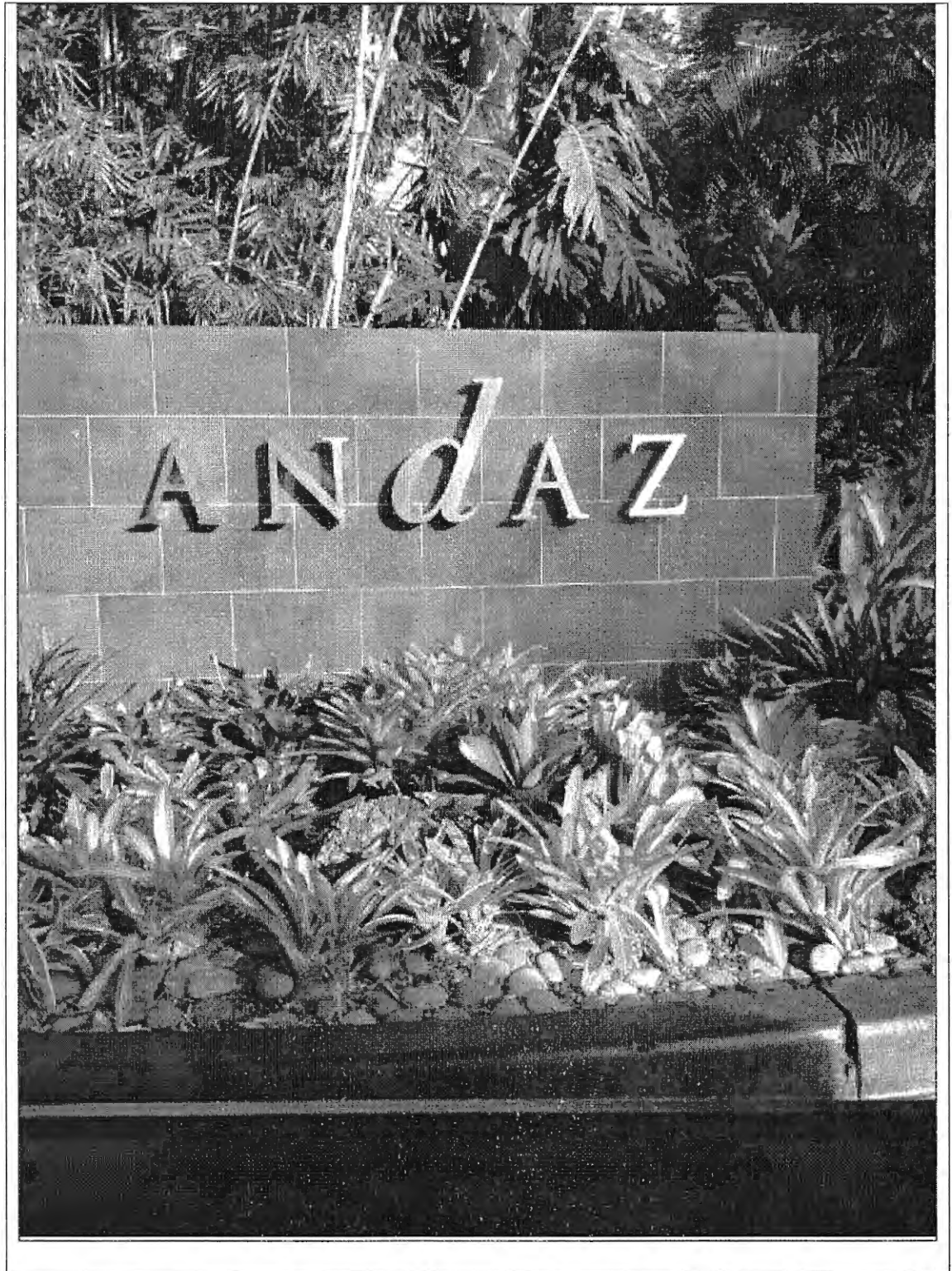
1 to reasonably permit Plaintiff to assess independently whether the hotel or guest room
2 meets his accessibility needs. Insufficient description of dispersion of accessible rooms
3 among various categories of rooms. Notably, only bargain lodging noting "ADA
4 Shower".

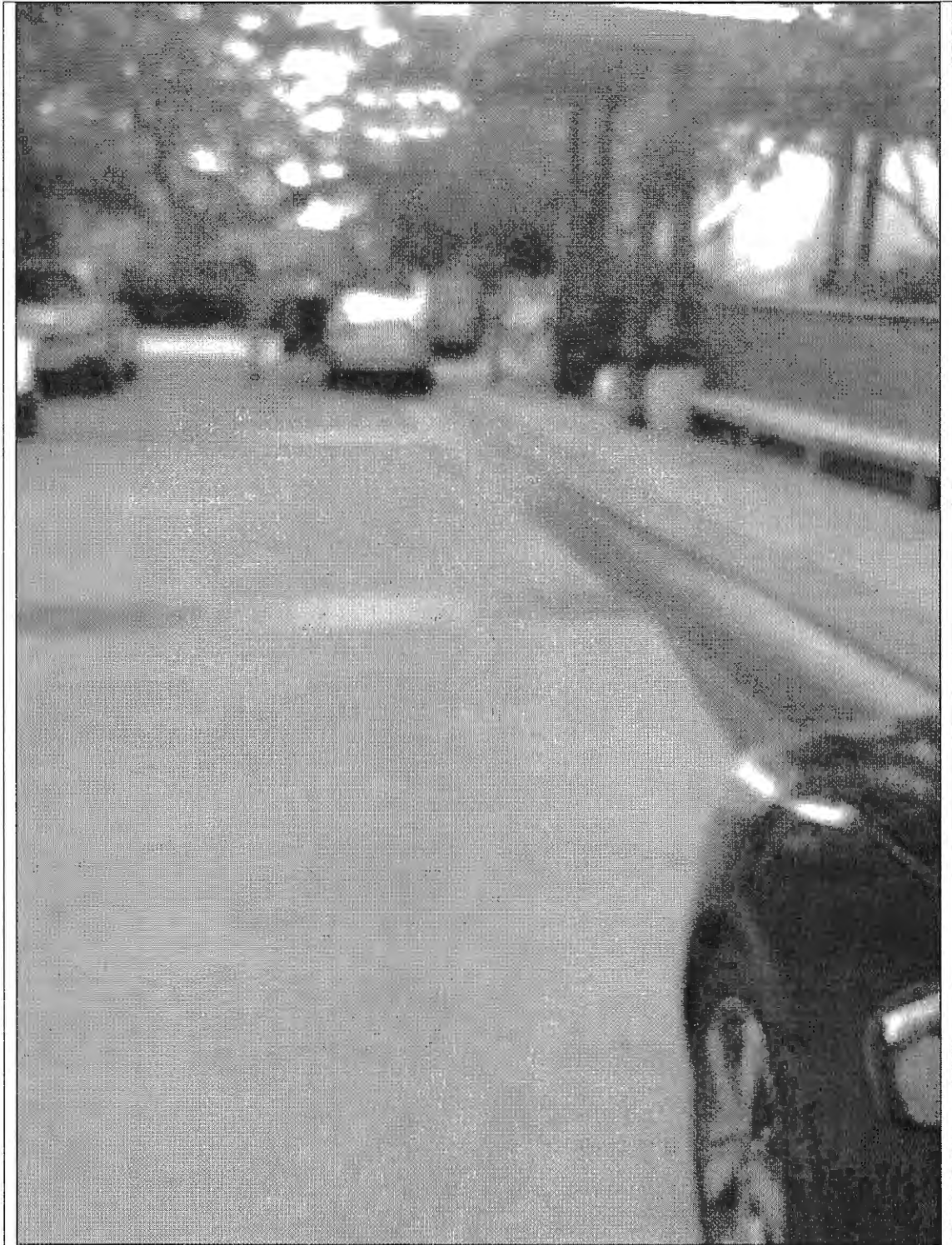
5 **The manner in which the barriers denied Plaintiff full and equal use or access, and**
6 **which deter Plaintiff from visiting the Hotel:** Barrier denied Plaintiff full and equal
7 access by failing to identify and describe accessible features in the hotel and guest
8 rooms in enough detail to reasonably permit Plaintiff to assess independently whether
9 the hotel or guest room meets his accessibility needs.

10 **The dates on each particular occasion on which Plaintiff encountered such barrier**
11 **and which deter Plaintiff from visiting Hotel:** On or about 2018-01-09 to 2018-01-
12 16.

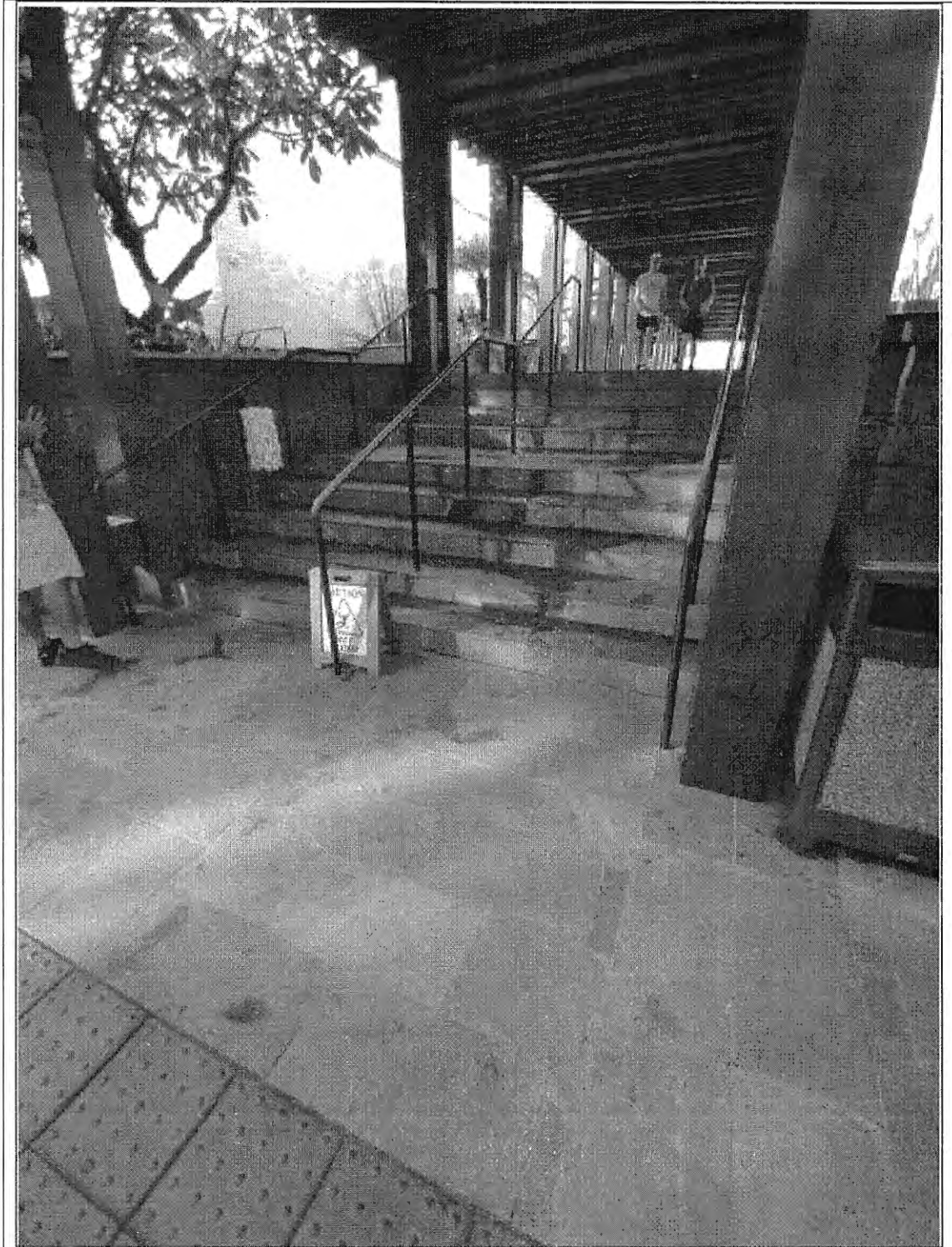
13 PERSONAL ENCOUNTERS

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

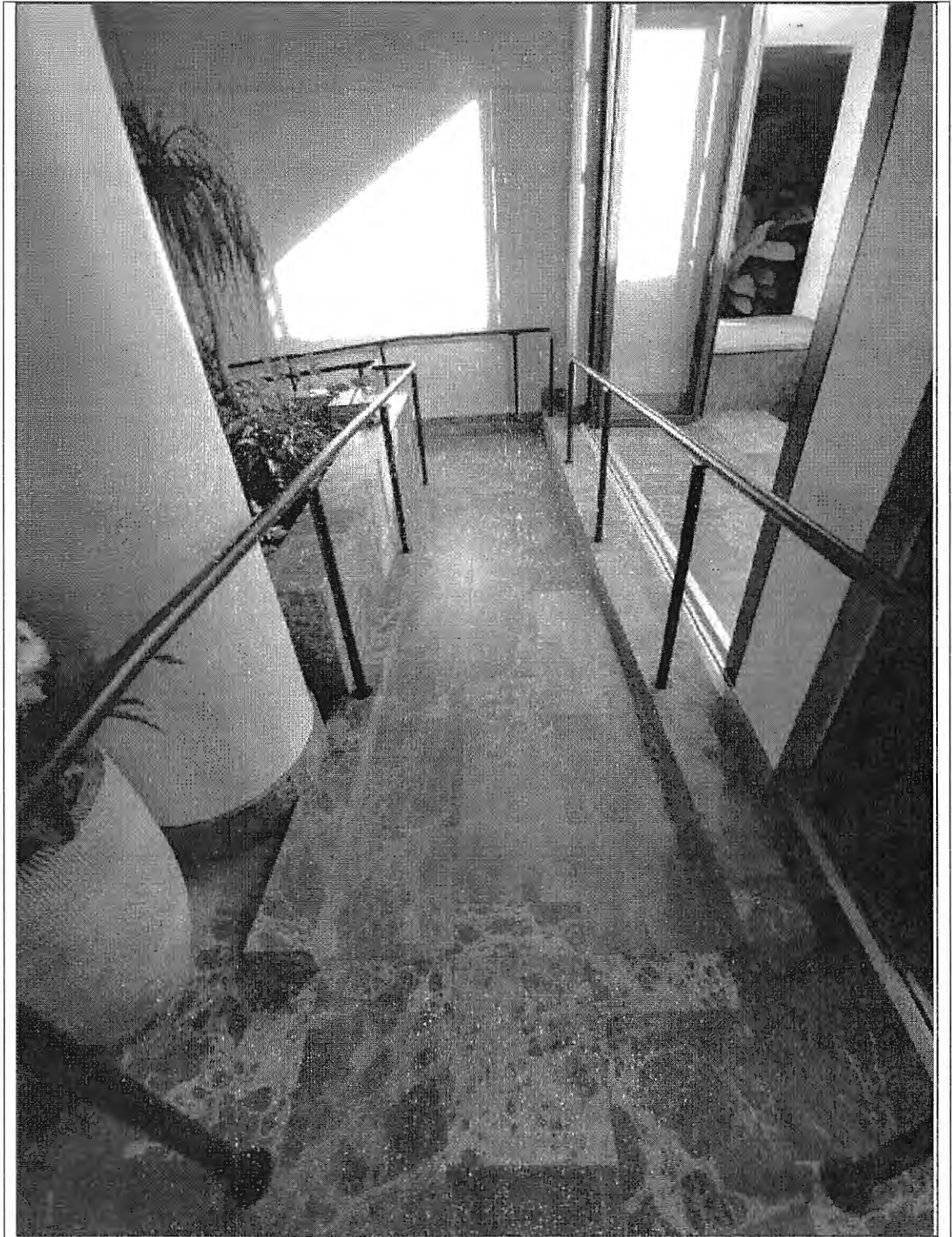




1



2



3

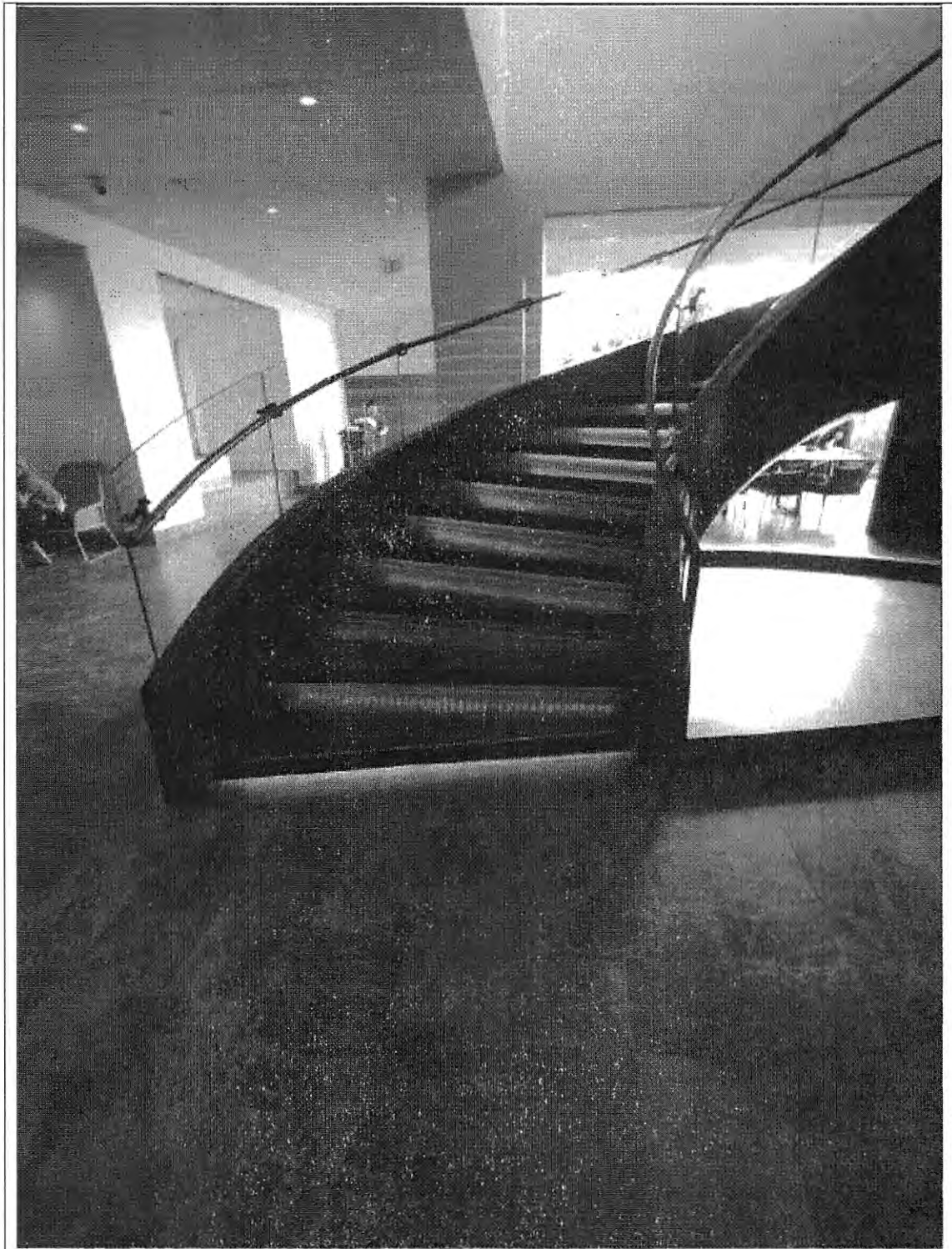
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



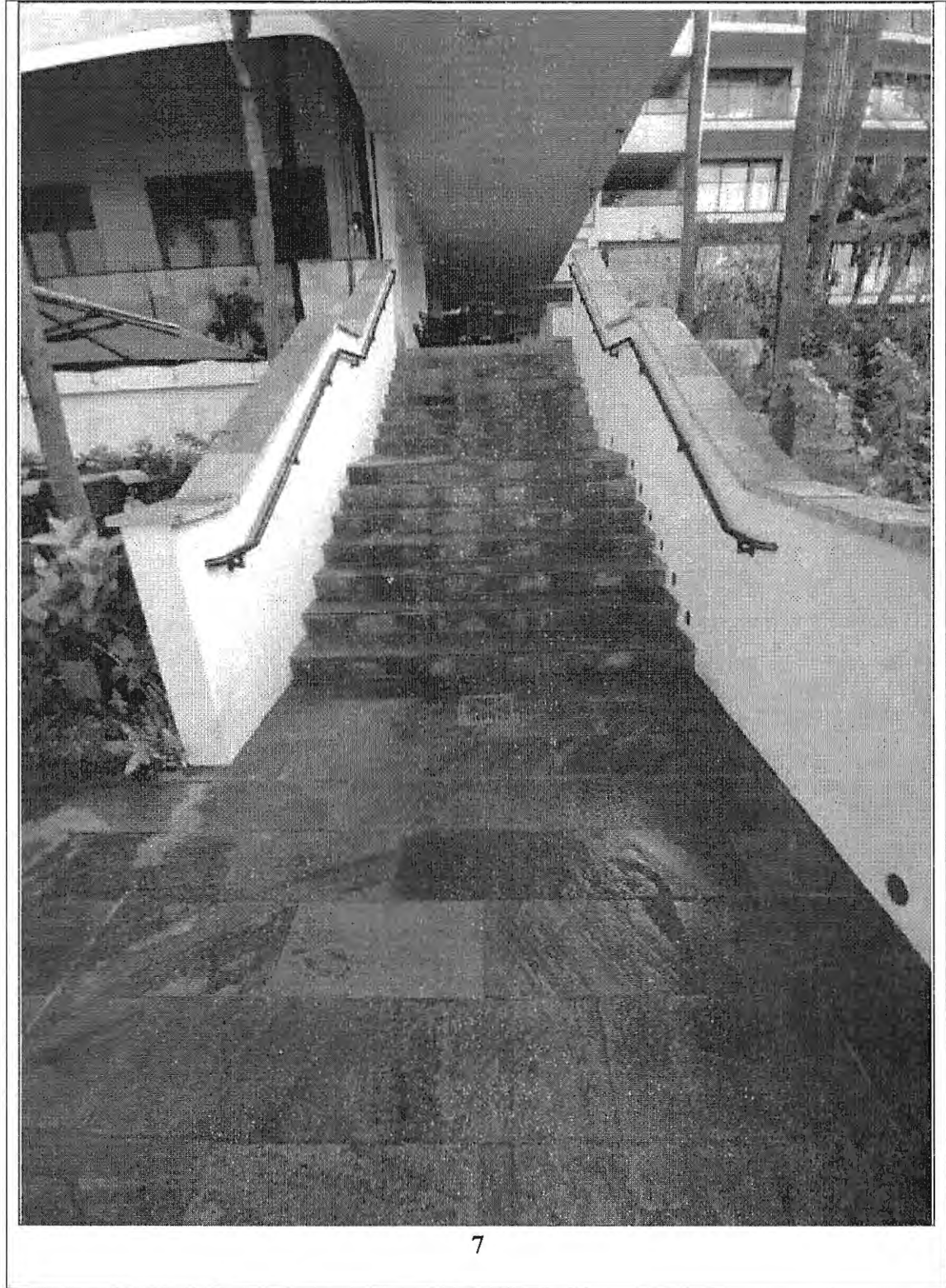
4

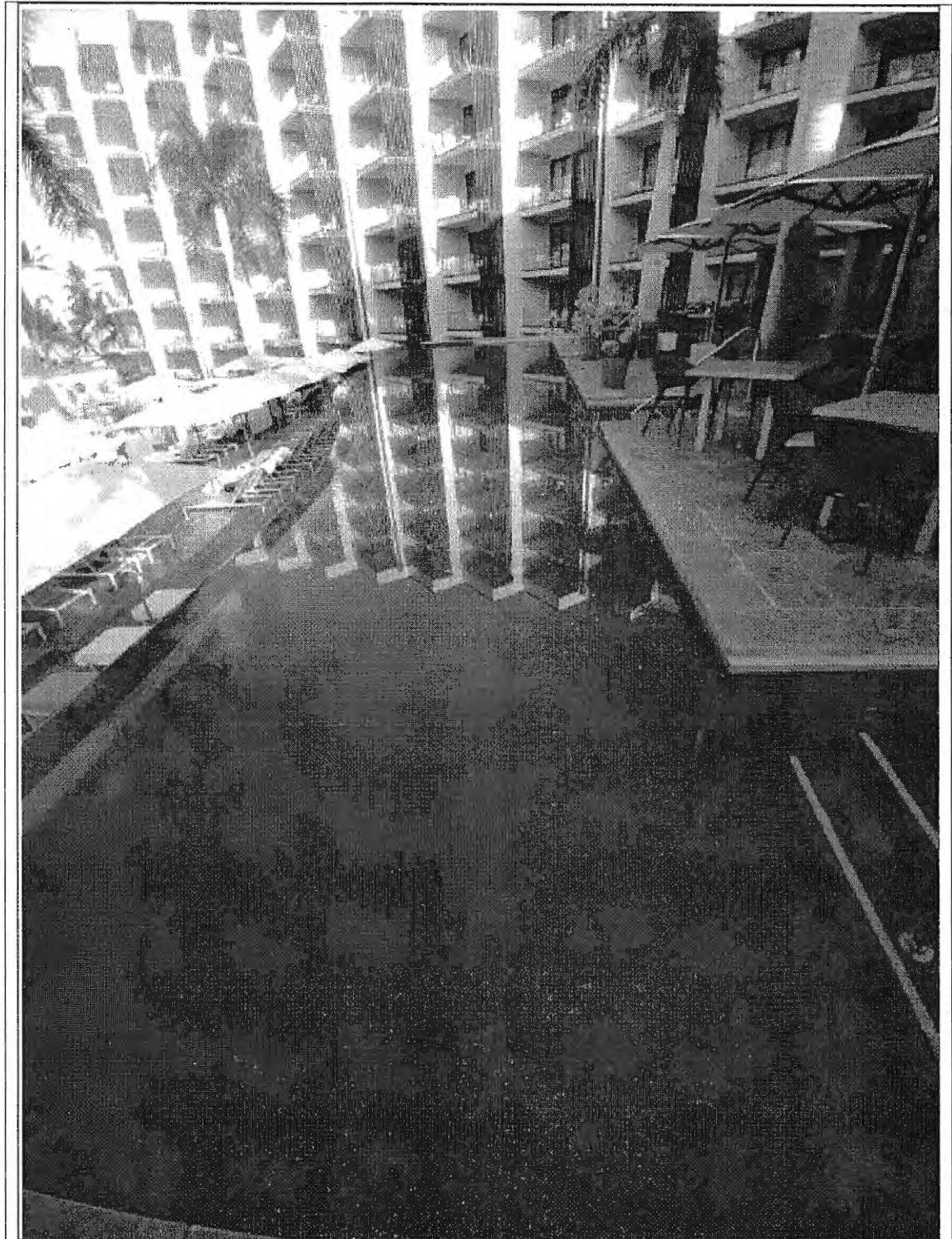


5

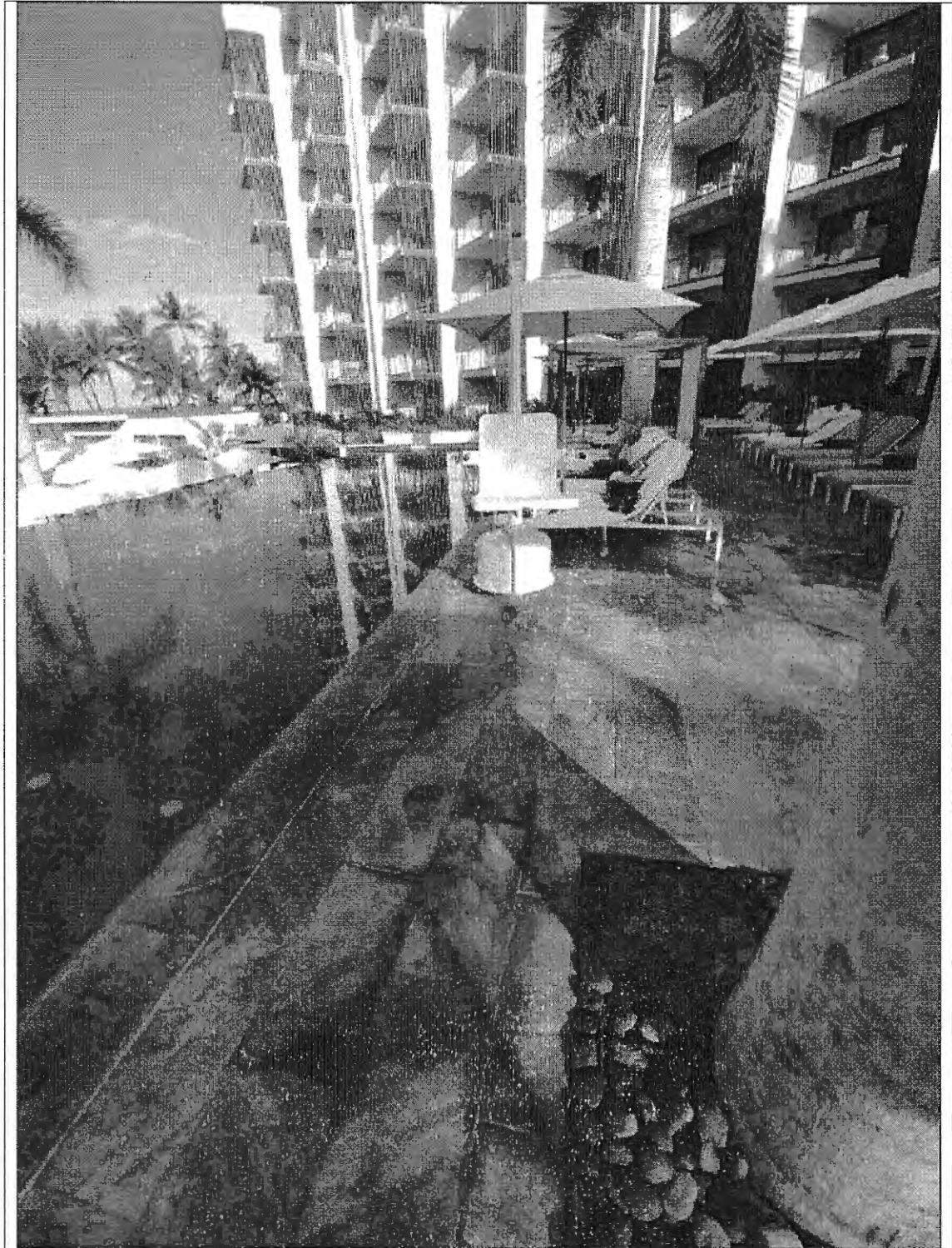


6

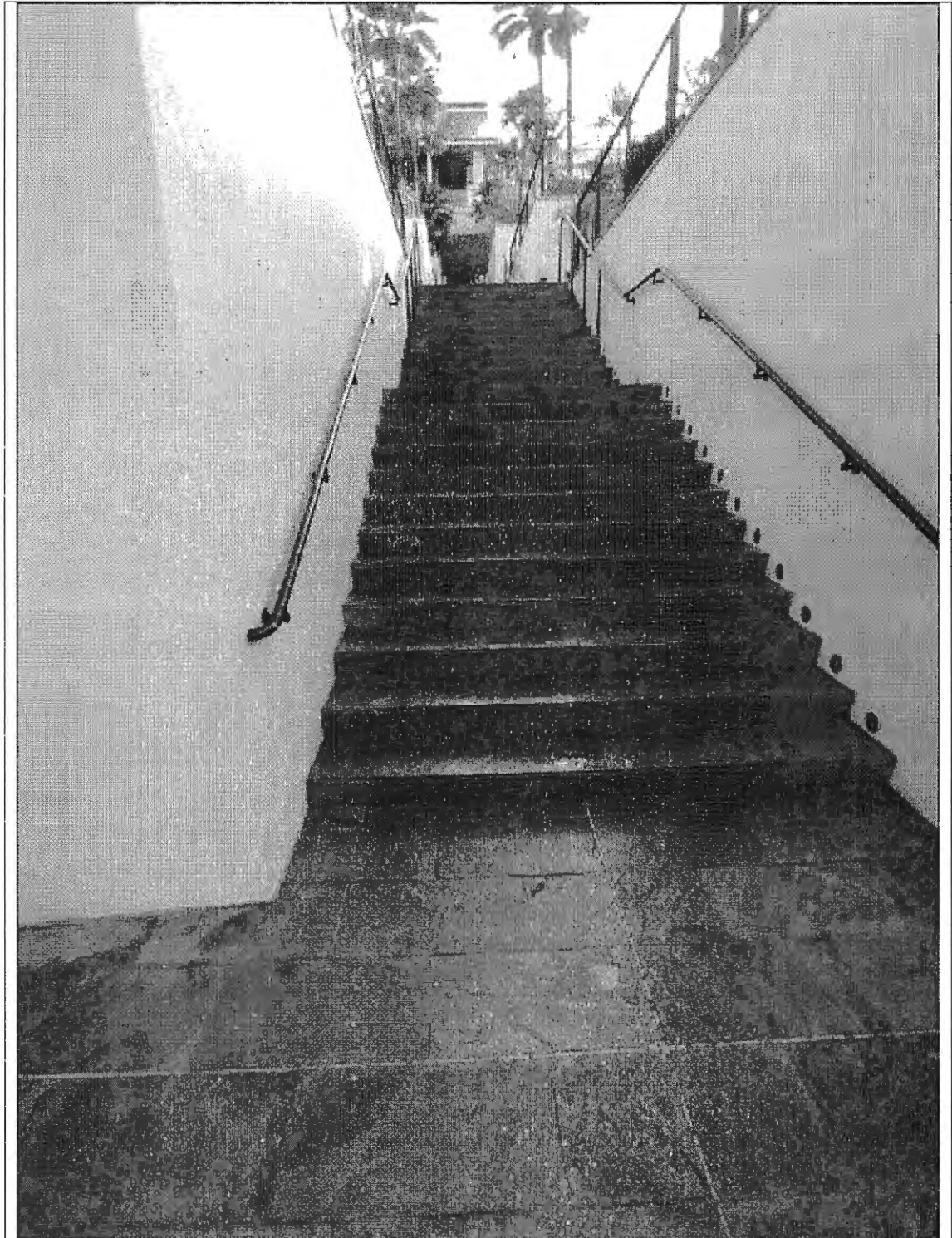




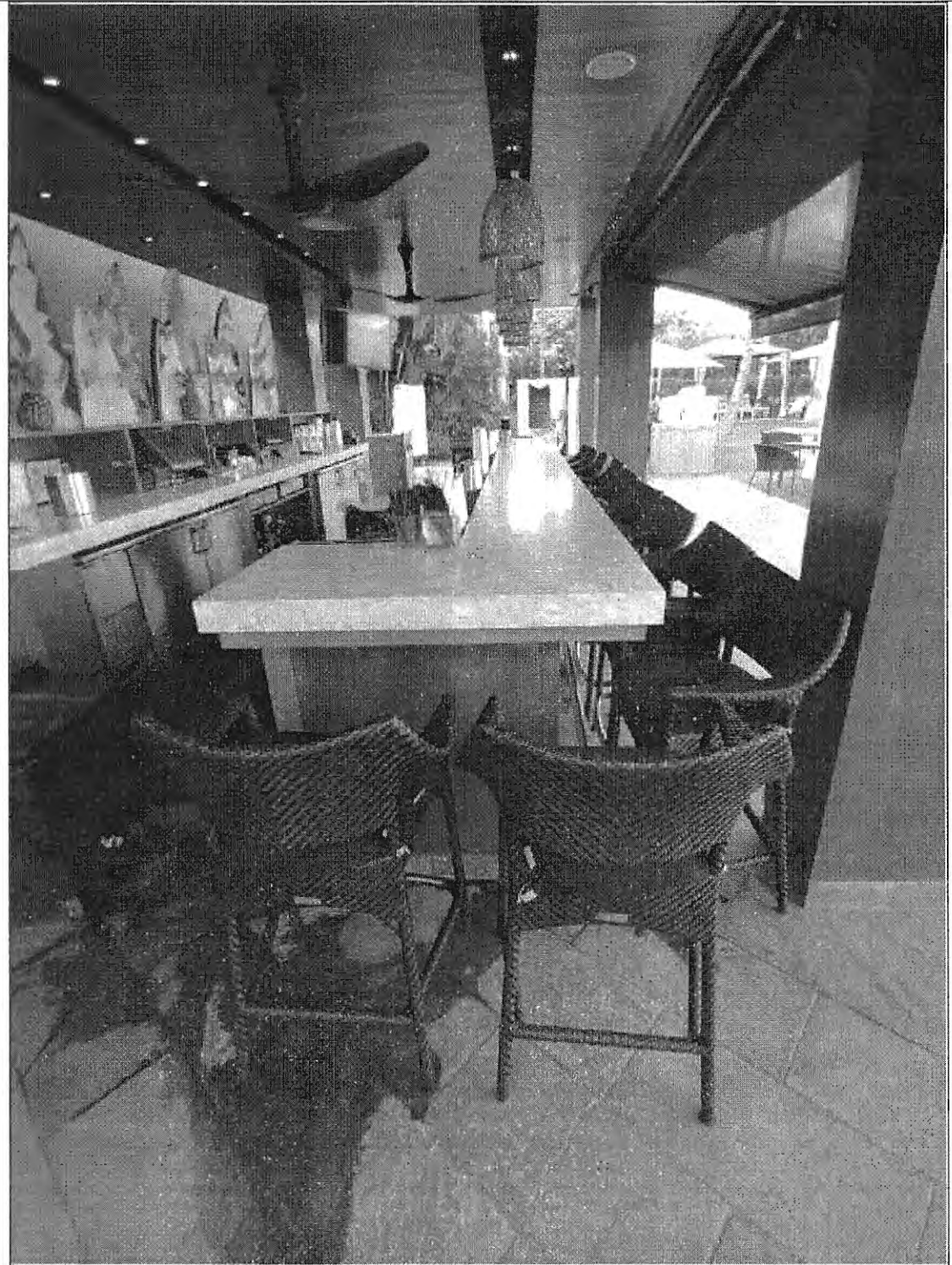
8



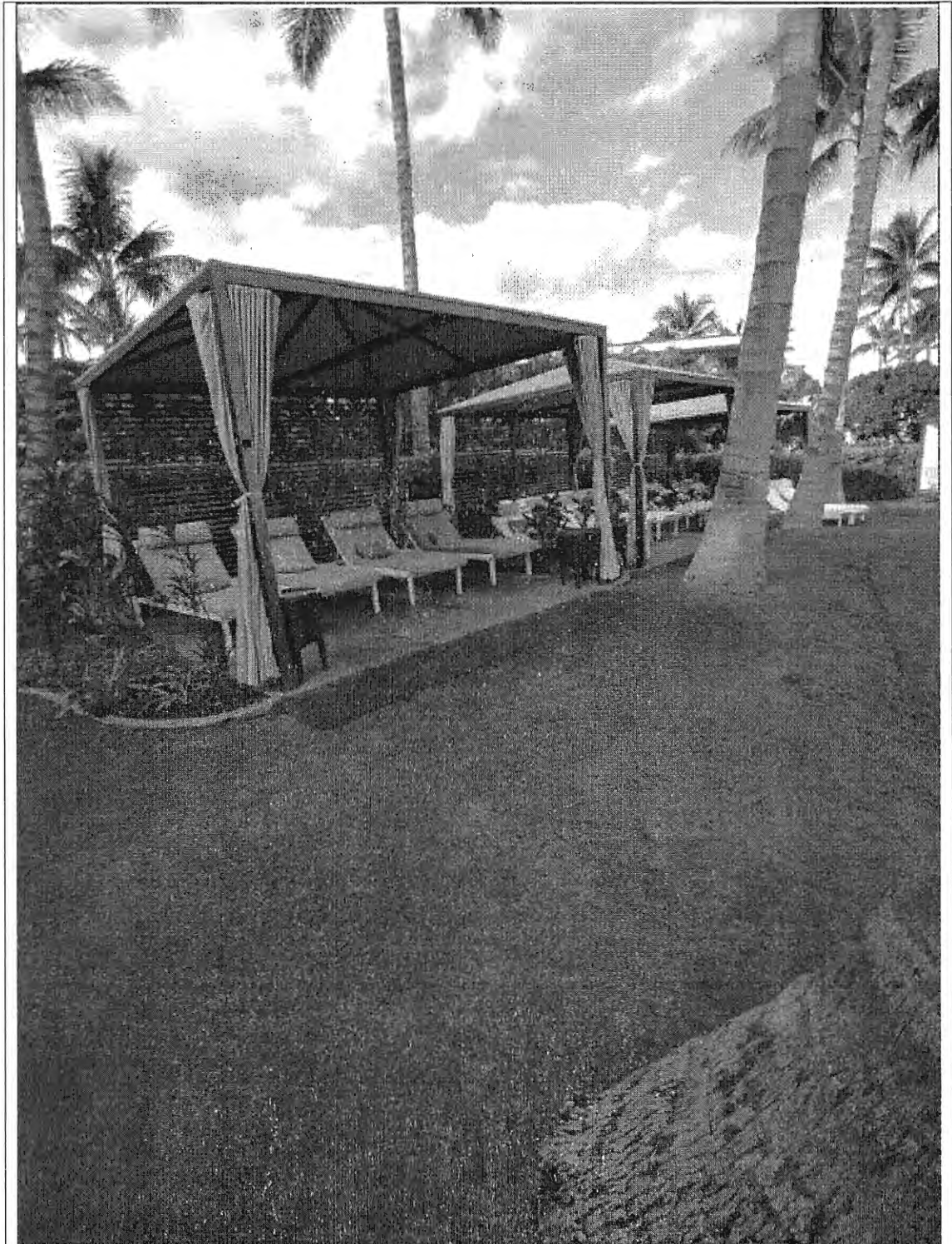
9



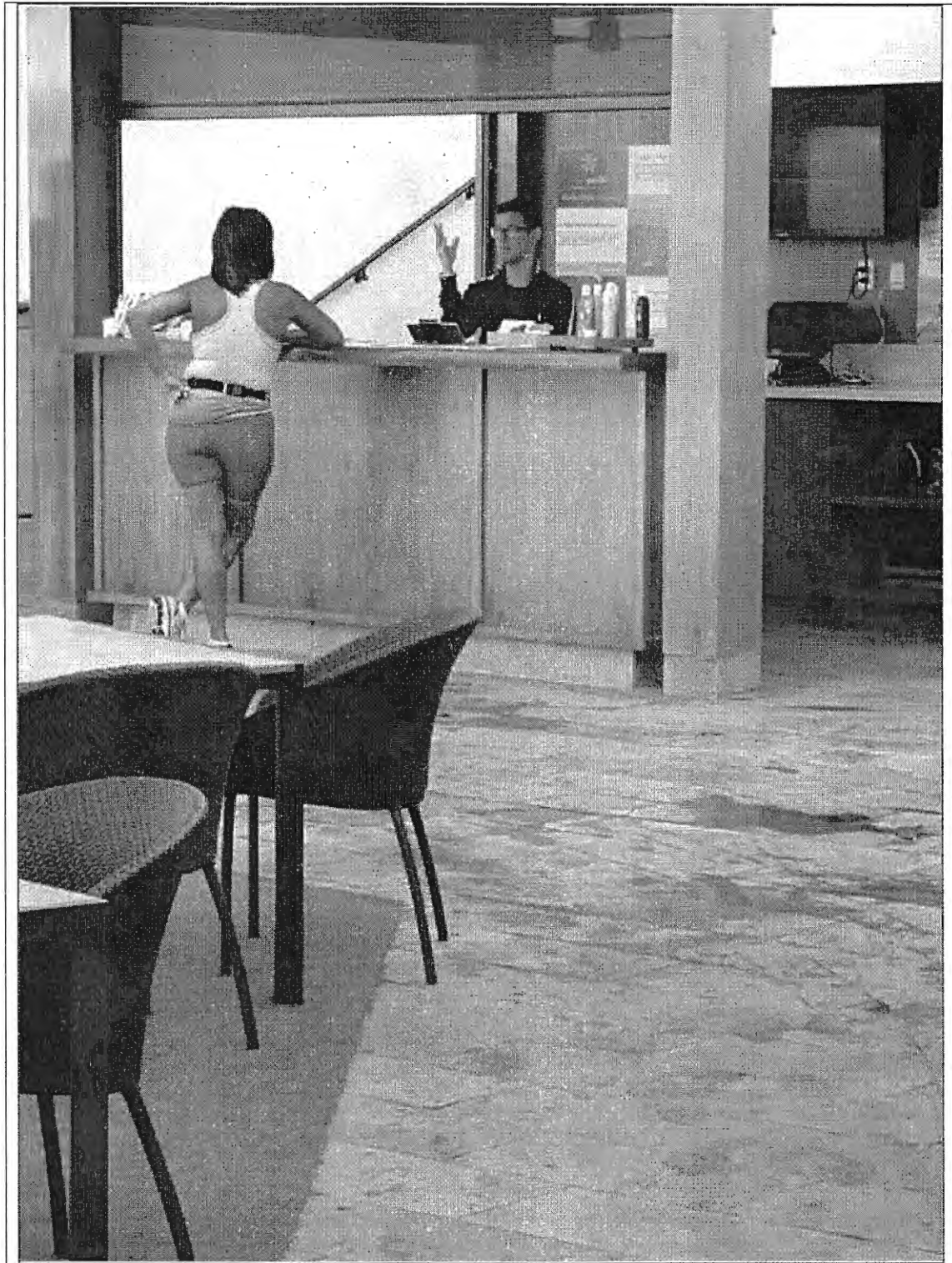
10



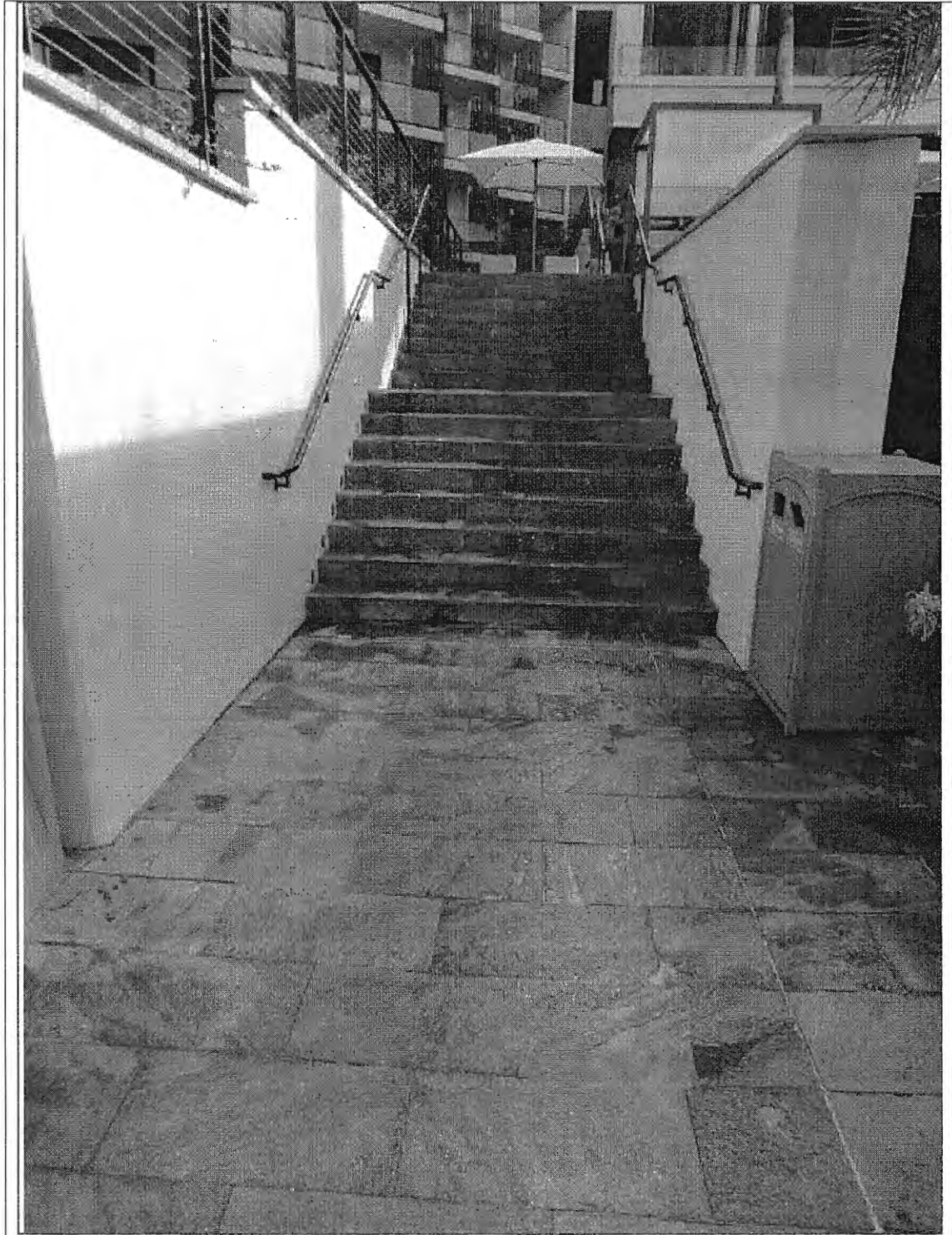
11



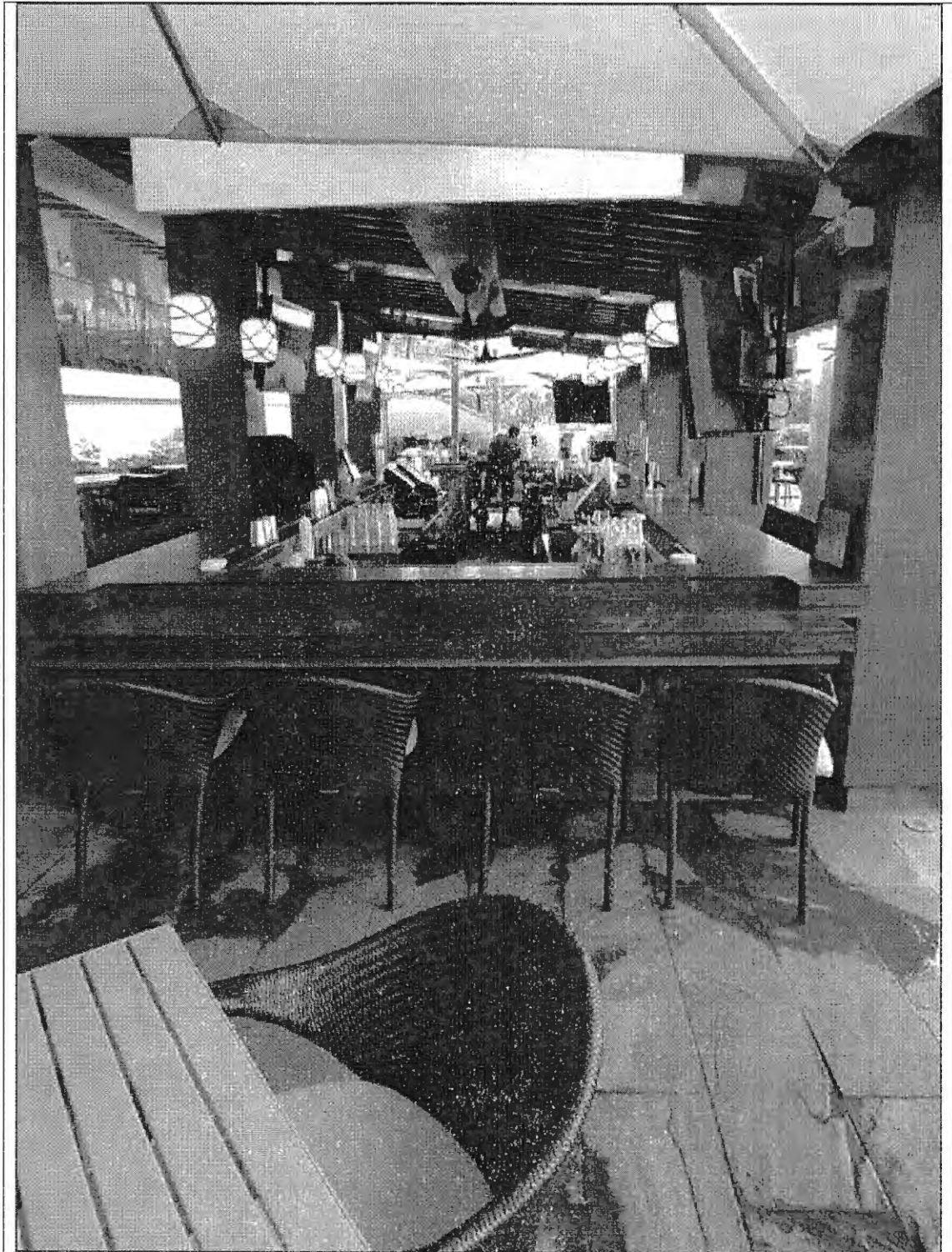
12



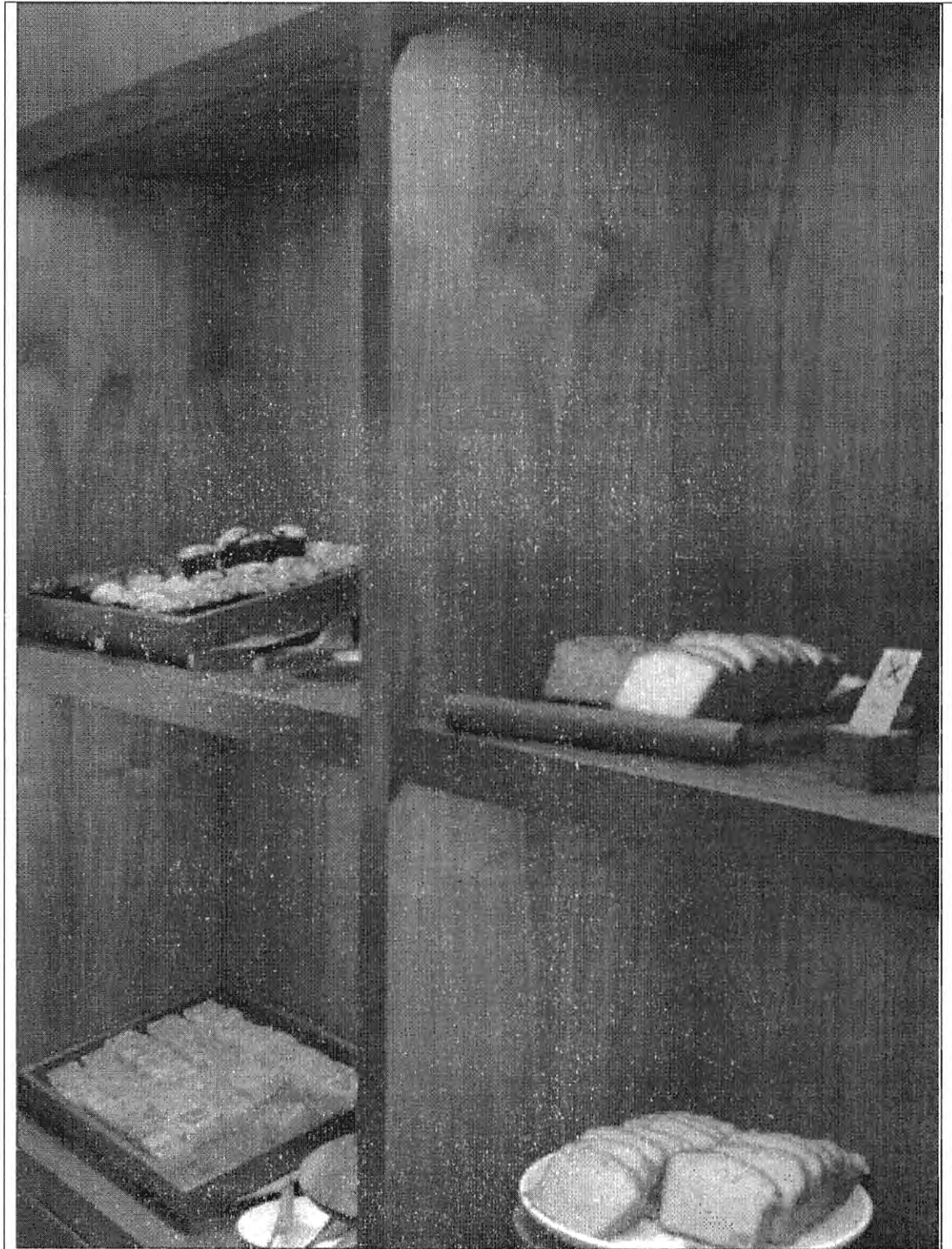
13



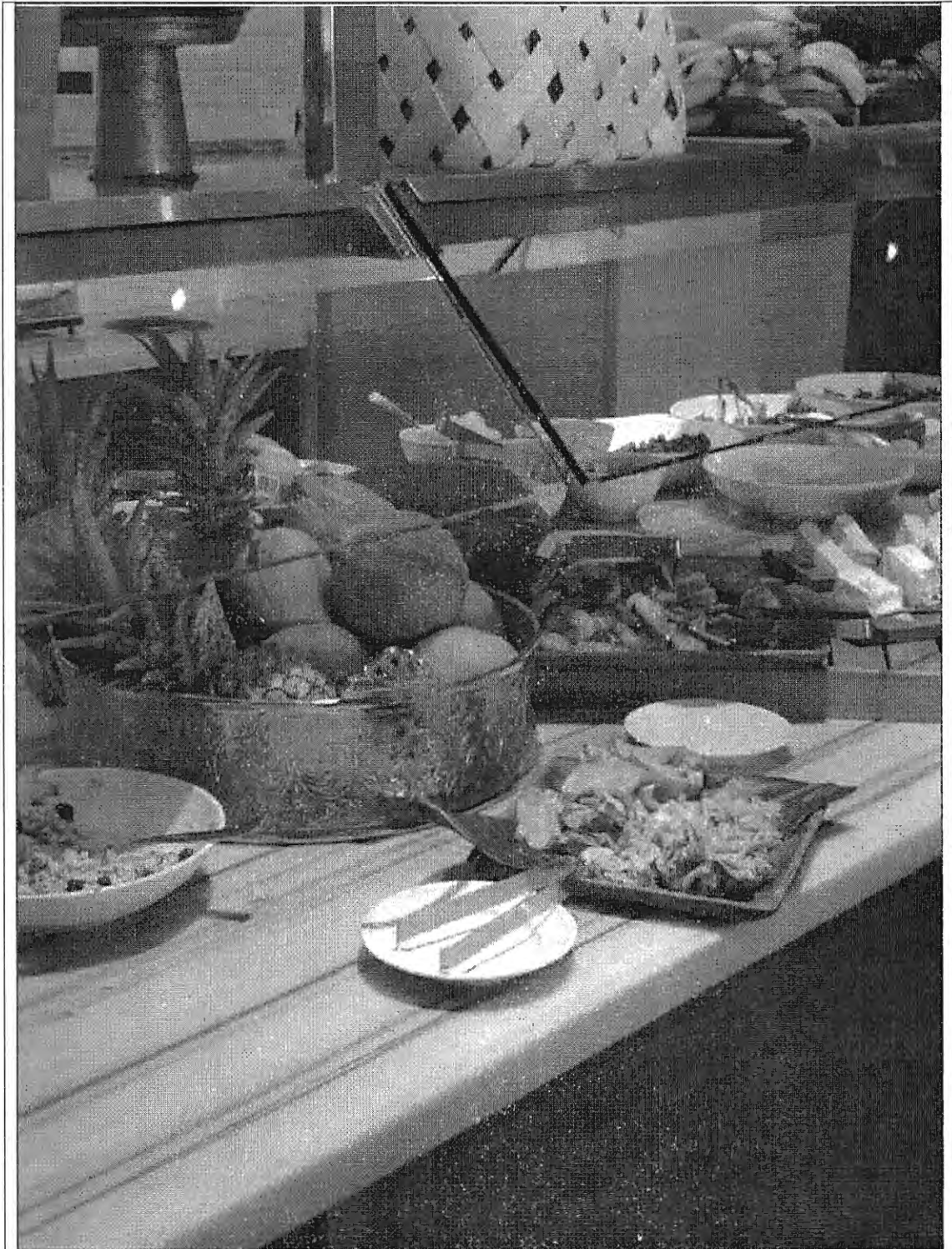
14



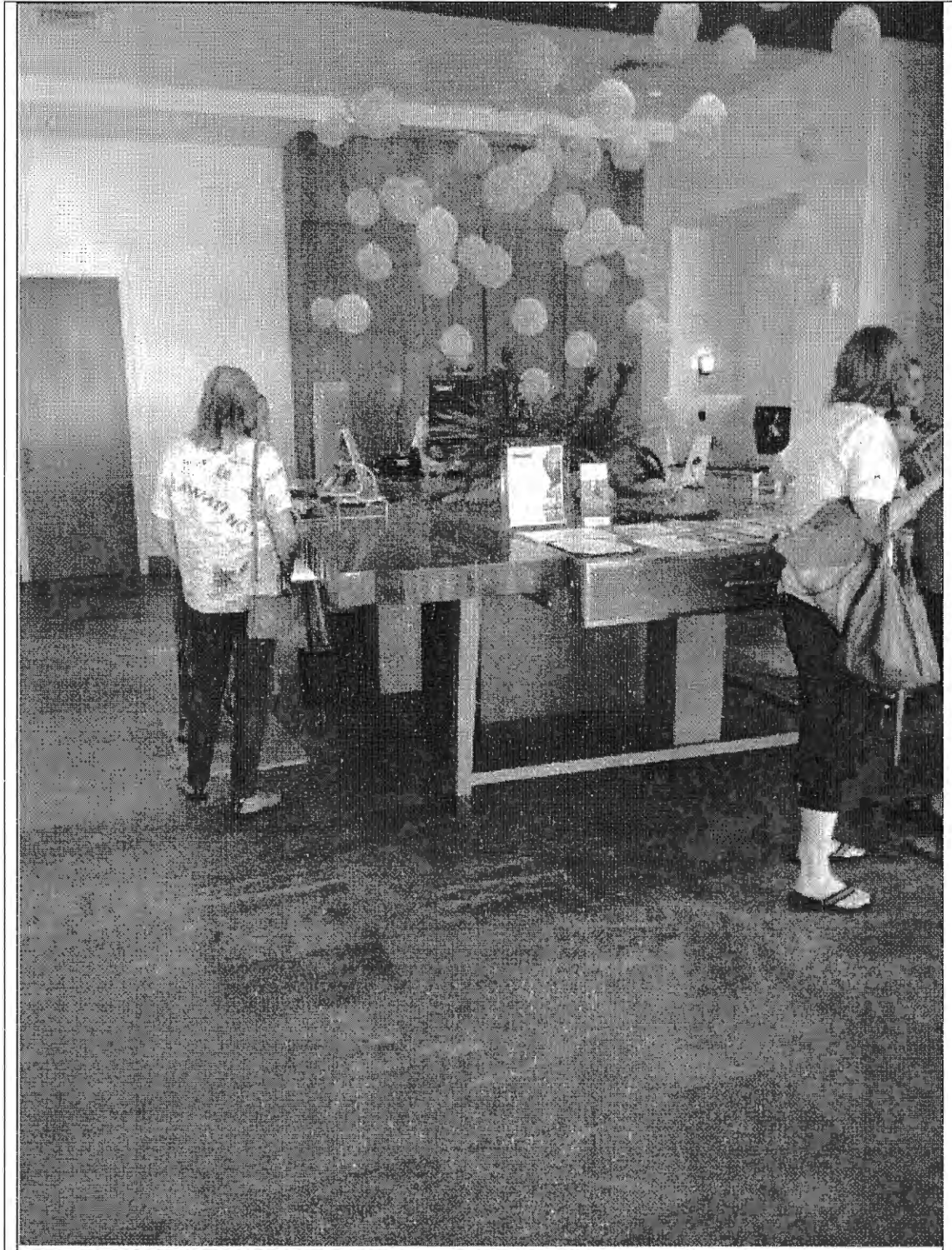
15



16



17



18

Identification of Specific Barrier in Plain Language: 1. No marked passenger drop-off zone. 2. Inaccessible entry with no signage to accessible entry, if any. 3. Improperly configured accessibility ramp. 4. Improperly configured handrails. 5. Improperly configured risings and stairs. 6. Inaccessible route with no signage to accessible route. 7. Inaccessible routes with no signage to accessible routes throughout. 8. Inaccessible pool. 9. Improperly positioned pool lift. 10. Inaccessible routes with no signage to

1 accessible routes throughout. 11. Inaccessible bar. 12. Inaccessible lounge area. 13.
2 Inaccessible beach crew counter. 14. Inaccessible routes with no signage to accessible
3 routes throughout. 15. Inaccessible upper pool bar. 16. Inaccessible breakfast pastry.
17. Inaccessible breakfast buffet display. 18. Inaccessible concierge desk.

4 **The manner in which the barriers denied Plaintiff full and equal use or access, and**
5 **which deter Plaintiff from visiting the Hotel:** Barrier denied Plaintiff full and equal
6 access by failing to identify and describe accessible features in the hotel and guest
7 rooms in enough detail to reasonably permit Plaintiff to assess independently whether
8 the hotel or guest room meets his accessibility needs.

9 **The dates on each particular occasion on which Plaintiff encountered such barrier**
10 **and which deter Plaintiff from visiting Hotel:** On or about 2018-01-09 to 2018-01-
11 16.

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
END